



Regular City Commission Meeting Agenda

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

Mayor Bill Ganz

Vice Mayor Ben Preston

District 1 Commissioner Michael Hudak

District 3 Commissioner Bernie Parness

District 4 Commissioner Todd Drosky

Tuesday
April 6, 2021
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: March 16, 2021

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Redevelopment Agency Meeting Minutes

Attachment: February 9, 2021

APPROVAL OF THE AGENDA

April 6, 2021

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/84560325942?pwd=RjlwWlhybVd1dEUzSmFURDI1OUo4QT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 845 6032 5942#

Participant ID: #

Passcode: 707849#

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

Attachment: Zoom Instructions

AWARDS & RECOGNITION

- 1. Certificate of Recognition presented to Deerfield Beach native and hometown hero, Jason Pierre-Paul, Defensive End for the Tampa Bay Buccaneers for winning Super Bowl LV.**

Sponsor: Commissioner Todd Drosky

- 2. Certificate of Recognition presented to Larry Sullivan for receiving Building Inspector of the Year and Frank Gobeo for receiving Building Plans Examiner of the Year from the Code Officials Educational Association.**

Sponsor: Commissioner Todd Drosky

3. **Certificate of Recognition presented to Environmental Services Staff for their hard work on the water main break.**

Sponsor: Vice Mayor Ben Preston

PUBLIC HEARING

4. **Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Facility Use and Grant Agreement with DPR Youth Enrichment Association for Academics & Athletics, Inc. for the Packer Rattlers Youth Football, Cheerleading, and Academic Support Programs; approving a \$35,000 grant to support the Youth Football and Cheerleading Programs within the City; providing for execution, severability and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: DPR Youth Enrichment Association for Academics & Athletics, Inc.

PUBLIC HEARINGS – SECOND READING

- 5. P.H. 2021-053: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY OF DEERFIELD BEACH LAND USE PLAN MAP DESIGNATION ON FOUR PARCELS TOTALING APPROXIMATELY 5.7 ACRES LOCATED AT 201, 221, 231 & 299 N. FEDERAL HIGHWAY FROM COMMERCIAL (5.1 ACRES) AND RESIDENTIAL MODERATE (.6 ACRES) TO RESIDENTIAL IRREGULAR (48.6 DWELLING UNITS/ACRE); PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN ACCORDINGLY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. (First Reading - November 10, 2020)**

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: LUPA Application #64A

PUBLIC COMMENT

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

CONSENT - BOARD APPOINTMENTS

- 6. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Robert Streather as an alternate member to the Marine Advisory Board; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Bernie Parness

Attachment: MAB Appointment

- 7. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Judith Stanich as a member of the Public Art Program Committee; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Todd Drosky

Attachment: Public Art Program Committee Appointment

- 8. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Thomas Plaut, William Lane and Michelle Balaun as regular members to the Planning and Zoning Board; providing for service without compensation; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Bernie Parness, Commissioner Todd Drosky , Mayor Bill Ganz

Attachment: P&Z Board Reappointments

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 9. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, extending the State of Local Emergency regarding COVID-19 until May 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

- 10. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing execution of a Construction Agreement and a Maintenance Agreement with the Florida Department of Transportation for installation and maintenance of brick pavers, curbing, landscaping, bollard lighting, and street lighting within a portion of State Road A1A/South Ocean Drive; authorizing the City Manager to execute the Construction Agreement and Maintenance Agreement; 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: Community Redevelopment Agency

Attachment: Construction and Maintenance Agreement

- 11. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Qualifications #21-11-IG for Architectural and Engineering Services (CCNA) to the 52 responsive and responsible firms; authorizing execution of continuing contracts with the 52 firms for services on an as needed basis; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Architectural and Engineering Services (CCNA)

- 12. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of Invitation to Bid #21-07-PC for Generator Maintenance and Repair Services; authorizing execution of an Agreement with Cummins Inc. d/b/a Cummins Sales and Services as the only responsive and responsible bidder, for a two year term in an amount not to exceed \$127,712.97; providing for severability and an effective date. (*Funds from Account #001-5060-519-32-99 - Other Contractual Services & Account #401-5020-533-31-06 - Service to Maintenance Equipment*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Cummins Sales and Services

- 13. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Consulting Agreement with Coastal Protection Engineering, LLC, and the Town of Hillsboro Beach for beach nourishment coastal engineering services for a three-year term with two additional one year renewal terms; approving a Work Authorization for Phase 1 Services in an amount not to exceed \$100,000 for the City's share of the cost; providing for execution; and providing for an effective date. (*Funds from Account #001-4553-539-3299 - 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 Sustainable Management

Attachment: Coastal Protection Engineering, LLC

- 14. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the purchase of a front load collection truck from Scranton Manufacturing Company, Inc. d/b/a New Way Trucks in the amount of \$238,857, utilizing Sourcewell Cooperative Contract #091219-NWY; providing for execution and an effective date. (Funds from Account #450-4551-534-60-41 - Automotive 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: New Way Trucks

DEPARTMENTAL BUSINESS

- 15. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, determining that amendments to the City's Comprehensive Plan are necessary to reflect changes in State Law requirements since the last plan update pursuant to Section 163.3191, Florida Statutes; providing for execution and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Comprehensive Plan Amendments

16. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS," DIVISION 13 "DEERFIELD BEACH EDUCATION ADVISORY BOARD," OF THE CITY CODE TO AUTHORIZE THE EDUCATION ADVISORY BOARD TO REVIEW APPLICATIONS AND RECOMMEND NOMINEES FOR A HIGH SCHOOL ACADEMIC SCHOLARSHIP AND TO PROVIDE FOR REMOVAL OF BOARD MEMBERS DUE TO UNEXCUSED ABSENCES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance and set public hearing for April 20, 2021

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

Sponsor: Department of Legislative and Community Affairs

Attachment: Education Advisory Board

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

17. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, supporting the Broward County Audit of the County Animal Care and Adoption Division, Report No. 21-05, dated December 16, 2020; urging the implementation of guidelines and best practices by the Animal Care and Adoption Division with the goal of providing better care for the dogs and cats maintained at the Broward County Adoption Shelter; 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: Mayor Bill Ganz

Attachment: County Animal Case and Adoption Division Audit

18. Consideration to approve voting delegates to the 2021-2022 Board of Directors for Broward League of Cities.

Suggested Action: Motion on decision of Commission

Sponsor: City Commission

Attachment: 2021-2022 Board of Directors from Broward League of Cities

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, April 20, 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, March 16, 2021

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 - via Zoom
Commissioner Ben Preston - 7:02 p.m. - via Zoom
Vice Mayor Bernie Parness
Mayor Bill Ganz

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

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Mayor Ganz expressed condolences for the passing of Ron Stark, former BSO Code Enforcement. Thereafter, there was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - February 16, 2021 & March 2, 2021

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Hillsboro Inlet District Meeting Minutes - January 25, 2021

Code Compliance Meeting Minutes - January 12, 2021

Education Advisory Board Meeting Minutes - March 4, 2020

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

ACKNOWLEDGEMENT OF CITY BOARD MINUTES - CONTINUED

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

Nays: 0

INSTALLATION CEREMONY**1. Presentation/remarks for outgoing Mayor and Commissioners**

Mayor Ganz advised that remarks may be given by the incumbents before the oath is given.

Commissioner Parness thanked the citizens for supporting him in his reelection and gave his word that he would do his best to live up to their expectations. He said no matter how the citizens voted, he is the commissioner for everyone in District 3 and will listen to their needs regardless.

Both Commissioner Drosky and Mayor Ganz advised that remarks would be given after the oath.

2. Oath of Office administered by City Clerk for incoming Mayor and Commissioners**Commissioner Parness**

After the oath of office was performed. Commissioner Parness said he looks forward to the next four (4) years and commended the team he works with and hopes to accomplish more in the upcoming term.

Commissioner Drosky

After the oath of office was performed, Commissioner Drosky provided comments for the past and future four (4) years as commissioner. He listed the times he has been sworn in since 2017 when he was first elected, 2019 as vice mayor and now 2021 as commissioner; whereas, he used the same bible given to him by his grandmother after graduating law school. Commissioner Drosky acknowledged those who influenced him throughout his life, both his grandmothers, as well as his parents. Furthermore, Commissioner Drosky said he does not see himself as a politician, and believes he was reelected, unopposed, because as a commissioner he gets the most joy from taking care of the needs of the residents. He also thanked his campaign manager, family members viewing the meeting via Zoom, donors and District 4 residents for their support over the last four (4) years.

Continuing, Commissioner Drosky outlined his accomplishments over the last four (4) years: Saturday office hours every month for the last four (4) years; weekly newsletter from him to his constituents on Friday; addition of the bee apiary to Deerfield Beach; consistent involvement with SW 10th Street; and National League and Broward League of Cities representative. He said he is most proud of the financial stewardship brought to the City; wherein, the millage rate has decreased since he was elected to office. Considering the millions Hurricane Irma cost the City as well as the ongoing pandemic, the sustained and/or reduced millage rate should be applauded. Thereafter, Commissioner Drosky outlined various projects that will enhance the entire city as well as District 4 and his hopes for the future. Lastly, he thanked everyone for their support and acknowledged that he will continue to support the residents.

Mayor Bill Ganz

After the oath of office was performed, Mayor Ganz thanked all the Deerfield Beach citizens for their support, encouragement and feedback as this will be four (4) years added to already 12 years in office. It is an honor to be the Mayor for a second term and one of the first in several decades to run unopposed, which is a testament to the job that they are doing. Mayor Ganz thanked his family, as his daughters were 6 and 9 years of age when he first decided to run for office; their mother has done a fantastic job filling in while he wasn't there. He said he will never forget their sacrifices and appreciates their love and support.

INSTALLATION CEREMONY - CONTINUED

Continuing, Mayor Ganz said on the local level, they all serve as citizen advocates which he takes pride in. Tough decisions have been made and no matter the smears that come forth, the Commission will continue to do what is necessary for the City. He thanked both present and past commissioners who he has served with and is proud that over the past four (4) years, there is peace amongst the Commission. Although they do not agree on every item, they have a great deal of respect for each other. There is work to do as there are projects the Commission inherited when he took office in 2009, as it was during the real estate bust, whereby, a \$16 million deficit was inherited. Mayor Ganz said he does not want to leave after 16 years in office and have old problems unresolved as he does not want to leave the future leaders a legacy of problems that were not handled. Mayor Ganz thanked staff, his parents and entire family for their support. Lastly, he said he is humbled and honored to serve as the Mayor of the City of Deerfield Beach.

3. Induction of 2021 Vice Mayor - Commissioner Ben Preston

The oath of office was performed, inducting Commissioner Ben Preston as the Vice Mayor from 2021 - 2022. Vice Mayor Preston said it is an honor to serve and expressed his gratitude for those who have supported him; he also acknowledged his wife and children for their continued support. He said the experience of working for the public is very humbling; thereafter, Vice Mayor Preston commented on his desire to work diligently for the City and its residents. Lastly, he said he looks forward to serving both District 2 and all City residents for the next two (2) years as every person counts and if the Commission continues to care for the residents, the City will continue to grow.

4. Lot Selection of Vice Mayor for 2023 and 2024

The lot selection was performed among Commissioner Parness and Commissioner Drosky.

5. Announcement of Vice Mayor for 2022 - 2024

Samantha Gillyard, City Clerk, outlined the Vice Mayors for the upcoming years: Commissioner Michael Hudak, 2022; Commissioner Bernie Parness, 2023; and Commissioner Todd Drosky, 2024.

Commissioner Hudak left the Chambers at this time and resumed the meeting via Zoom.

APPROVAL OF CITY COMMISSION AGENDA

March 16, 2021

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

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

Nays: 0

AWARDS & RECOGNITION

1. A Proclamation presented to the National Surveyors Association in recognition of National Surveyors Week.

Mayor Ganz said Dodie Keith-Lazowick, Keith & Associates Chief Executive Officer, is present tonight for acceptance of the proclamation. Thereafter, he read the proclamation in its entirety, whereas, National Surveyors Week was established by the National Society of Professional Surveyors as an annual event to bring public recognition to the surveying profession and the vital services surveyors provide to the advancement and betterment of human welfare. Surveying has been a part of the advancement of civilization since the beginning of recorded history, as it's necessary to plan and build most earth-bound projects. The first examples in the history of land surveying date back to the ancient Egyptians during the building of the

AWARDS & RECOGNITION - CONTINUED

Great Pyramid at Giza in 2700 BC.

Additionally, Mayor Ganz provided historical reference regarding surveyors and their impact in the County. Furthermore, The Bureau of Labor Statistics says there are 43,400 surveyors in the United States. Several well-known and respected Surveyors in our area were pertinent to the early exploration, development, building, and platting of lands, roads, bridges and institutions in this County such as William (Bill) Keith, James W. & Robert McLaughlin, Eugene Stoner, Maurice E. Berry, Harry Schwebke, James Shiskin, and Robert P. Legg, to name a few. These former surveyors trained and inspired those after them, and those now graduating with surveying degrees will continue in their footsteps and expand with the technology of today to survey, map, and build upon the backbone of this county and beyond.

Ms. Keith-Lazowick thanked the Commission for recognizing the importance of surveyors and mappers in the community and allowing them to participate in various projects within the City. The proclamation will go to the State level and be distributed throughout.

2. Certificates of Recognition presented to BSO Fire Rescue Fire Station 4 personnel for their quick response and dedicated efforts in a lifesaving event.

Vice Mayor Preston said on February 20, 2021 Captain David Sigman, Lieutenant James Reid, Firefighter/Paramedic Christian Preston, Driver Engineer/Paramedic Eric Stage, Firefighter/Paramedic Joseph Capaldo, and Firefighter / Paramedic Yekaterina Valdes responded to a call for a motor vehicle accident. When the units arrived, they noticed a single car accident with one patient who seemed unconscious, with traumatic injuries and no compatible signs of life. The crew quickly acted to remove the patient from the vehicle and began CPR with Advanced Cardiac Life Saving treatment. Due to the paramedics training, professionalism and dedication, the injured person was revived. He also acknowledged Deerfield Beach's continual support of BSO Fire Rescue with progressive equipment to aid personnel in life saving efforts.

Captain Sigman thanked the Commission for recognizing their efforts as well as approval of the equipment to assist with life saving efforts. He advised that the victim made a full recovery and was able to walk out of the hospital.

Vice Mayor Preston left the Chambers at 7:47 p.m. to connect to the meeting via Zoom.

PUBLIC HEARING - SECOND READING

3. P.H. 2021-046: ORDINANCE 2021/002 - 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.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said this ordinance includes her street, but it does not deter the trucks. Some are so large that they cannot turn at 2nd Street & 4th Avenue, but go on the west side of the median to head north. She said changing the street signs is not enough and wanted to bring it to everyone's attention.

Mayor Ganz closed the public hearing. Thereafter, he advised that although signs are not the ultimate deterrent, it gives authority to cite those in violation.

PUBLIC HEARING - SECOND READING - CONTINUED

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item #3, adopted Ordinance 2021/002. Roll Call:

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

Nays: 0

Vice Mayor Preston was unable to vote due to technical difficulties.

4. P.H. 2021-047: ORDINANCE 2021/003 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES CHAPTER 34 "ENVIRONMENT," ARTICLE II "NOISE CONTROL," SECTION 34-35 "SPECIFIC NOISE PROHIBITIONS" TO REGULATE THE USE OR OPERATION OF EXTERIOR LOUDSPEAKERS, AMPLIFIERS, AND SIMILAR DEVICES ON PUBLIC RIGHTS-OF-WAY; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

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

Commissioner Parness spoke in opposition to the proposed ordinance because he feels the permit is not necessary. There is already an ordinance in place indicating 50 decibels (dB) as a violation and more than 50 feet is a punishable offense. He reiterated that the permit is not necessary especially since there is not a charge. If controlling the noise is a concern for public safety, the law needs to be strengthened throughout the City, whereby, the proposed ordinance has different distances for varying industries.

Commissioner Hudak explained that amplification cannot be enforced without the permit and this is the main reason for the proposed ordinance. He asked that staff provide clarity on the item to confirm his understanding.

Anthony Soroka, City Attorney, advised that decibel levels apply to all districts, but not to rights-of-way. There is a provision regarding a 50-foot audible distance from a motor vehicle; however, not for someone using an amplification device, not in a motor vehicle and on or adjacent to the street or in the public right-of-way. Moreover, he has not seen anything on the books and speaking with the Broward Sheriff's Office, they share the same thoughts. Additionally, the ordinance was drafted based on another ordinance that was challenged and found to be constitutionally sufficient and in-line with the First Amendment.

Mayor Ganz commented on the likelihood of being challenged if the ordinance is passed without the permit section.

Mr. Soroka agreed and said he cannot state that it would be declared unconstitutional, but based on case law, it is more narrowly tailored if allowed under certain conditions with the permit process than just saying you cannot use amplification anywhere, on any street.

Commissioner Drosky said the proposed ordinance is for the public rights-of-way only and closes an existing loophole. He said he can accept the permit requirement, but did not like the fee requirement which has been removed. Further, the focus should be public safety and noise amplification can be a distraction.

Mayor Ganz said someone was killed today on Hillsboro Boulevard, west of Quiet Waters Elementary School. He explained that there is already a lot of recklessness on the road and additional burdens on motorists, especially at intersections, should be considered for public safety. Although he is not fully onboard with the permit, he understands its need to support the City in a court of law.

PUBLIC HEARING - SECOND READING - CONTINUED

Vice Mayor Preston spoke in support of the proposed ordinance as it pertains to public safety.

Commissioner Parness continued to express his doubts with the proposed ordinance as the permit itself does not protect safety. He said no one above 50 dB should be on the road. The permit is just a tool but does not stop anyone from breaking the law nor does it stop accidents.

Mayor Ganz said the permit does not prohibit anyone, it allows; however, the City can say yes or no. Further, decibel level does not come into play with public thoroughfares and nothing allows BSO to ticket and/or stop the action.

MOTION was made by Commissioner Drosky, seconded by Vice Mayor Preston, to approve Item 4, adopted Ordinance 2021/003. Voice Vote:

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

Nays: 1 - Commissioner Parness

PUBLIC COMMENT

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, congratulated Commissioner Parness, Commissioner Drosky and Mayor Ganz on their reelection. Also, she said it is important that the fire rescue personnel have safe, habitable housing as some properties are not properly cared for; thus, it needs to be budgeted and restored over the next couple of years. Lastly, Ms. Freitag advised that the Cultural Committee will continue with the Pop-Up Art event at Pioneer Park on March 20th from 10 a.m. till 10 p.m. She asked that the City Commission come out for the event.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked if Item 4 was opened to the public as she had a question. Also, she congratulated Commissioner Parness, Commissioner Drosky and Mayor Ganz on their reelection and looks forward to the City progressing and moving ahead.

Leonard Arabia, 2051 SE 3rd Street, Deerfield Beach, congratulated Mayor Ganz on his reelection and Vice Mayor Preston on his appointment. Mr. Arabia said at the last Commission meeting, he requested a poll of the Commissioners as to whether they visited the site on South Ocean Way to advise if they considered it a safety issue after seeing firsthand the existing conditions. Also, he asked if there is more information on where the five-foot right-of-way is on the west side of Ocean Way. Additionally, Mr. Arabia said this is not a personal crusade for him alone because he wants to walk his dog along South Ocean Way, but anyone who wants to walk their dog along the ocean. Thereafter, he commented on the length of the beach and people who want to come to the beach and walk their dog.

David Santucci, City Manager, advised that there is not a five-foot section usable as outlined by the City Engineer at the March 2nd City Commission meeting; nevertheless, staff can provide clarification again.

Mayor Ganz said during the last meeting, the Commission decided that there was not a safety issue, but if someone decides to walk in the road it would be.

CONSENT - BOARD APPOINTMENTS

5. Resolution 2021/026 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Sophia Gayle to the Historic Preservation Board; and providing for an effective date.

The Resolution was read by title only.

Vice Mayor Preston spoke in support of the application as Ms. Gayle will be an asset.

CONSENT - BOARD APPOINTMENTS - CONTINUED

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

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to approve Item 5, adopted Resolution 2021/026. Voice Vote:

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

Nays: 0

6. Resolution 2021/027 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Gloria Docilait and Barri McMillon to the African American Heritage Board; 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 Parness, seconded by Vice Mayor Preston, to approve Item 6, adopted Resolution 2021/027. Voice Vote:

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

Nays: 0

7. Resolution 2021/028 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing KiKu Martinson to the Historic Preservation Board; and providing for an effective date.

The Resolution was read by title only.

Mayor Ganz spoke in support of the application as Ms. Martinson brings knowledge of real estate to the board and having historic knowledge is very important. Thereafter, 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 Parness, to approve Item 7, adopted Resolution 2021/028. Voice Vote:

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

Nays: 0

8. Resolution 2021/029 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing David Kurlander as an alternate member to the Planning and Zoning Board to fill a vacancy as of May 1, 2021; and providing for an effective date.

The Resolution was read by title only.

Mayor Ganz said Mr. Kurlander is looking for an opportunity to work in the City and believes this is a good start. Thereafter, Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

CONSENT - BOARD APPOINTMENTS - CONTINUED

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 8, adopted Resolution 2021/029. Voice Vote:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 9. Resolution 2021/030 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, extending the State of Local Emergency regarding COVID-19 until April 17, 2021; authorizing the City Manager to take appropriate actions; providing an effective date.**

The Resolution was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 9, adopted Resolution 2021/030. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS

- 10. Resolution 2021/031 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting the certified election results of the Municipal Election held on March 9, 2021, as provided by the Broward County Supervisor of Elections; providing for an effective date.**

The Resolution was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to approve Item 10, adopted Resolution 2021/031. Voice Vote:

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

Nays: 0

- 11. Resolution 2021/032 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, supporting the Road Improvements Project on Sample Road from NE 3rd Avenue to Dixie Highway and NE 3rd Avenue from Sample Road to Hillsboro Boulevard; providing for implementation and an effective date.**

DEPARTMENTAL BUSINESS - CONTINUED

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 Parness, seconded by Vice Mayor Preston, to approve Item 11, adopted Resolution 2021/032. Voice Vote:

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

Nays: 0

12. Resolution 2021/033 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by Bluewater Movement, Inc. for the Saltwater Slam & Showdown at Sullivan Park 1633 Riverview Road from 4:00 pm to 8:00 pm on June 12, 2021 and August 14, 2021; providing for cancellation of the event if necessary for public health and safety concerns; providing for an effective date.

The Resolution was read by title only.

In response to Mayor Ganz's comment, David Santucci, City Manager, replied that all issues have been addressed with the applicant.

Mayor Ganz opened the public hearing.

Jamie Bunn, Bluewater Movement, Inc, 2681 NE 22nd Court, Pompano Beach, said both events are part of a local fishing series in South Florida. The August event was hosted last year at Sullivan Park which is a beautiful property and looks forward to working with City staff again in bringing back an event that many people have expressed interest in. Also, the event is a fundraiser for a local charity called Mission Fishin' which raises funds for children with severe disabilities.

Mayor Ganz closed the public hearing.

Commissioner Hudak spoke in support of the event; last year when the event was held, he was concerned about the impact to the residents near Sullivan Park; however, they fully supported the event and the sponsors were very conscientious of the residents and is excited to have it return.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 12, adopted Resolution 2021/033. Voice Vote:

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

Nays: 0

13. Resolution 2021/034 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Agreement with the Broward Sheriff's Office for Police Services for a five-year term; providing for execution and an effective date.

The Resolution was read by title only.

DEPARTMENTAL BUSINESS - CONTINUED

Mayor Ganz said he spoke with Sheriff Gregory Tony today and staff has shared that they would like to have at least one (1) veto annually regarding those moved involuntarily in or out of the City. He explained that the goal is having community policing and having the public comfortable with BSO officials on the street; especially those whose job is to deal primarily with the community and businesses and build those relationships. When they are transferred, it has an effect and sets the City back which has been witnessed in the past. It is his understanding in speaking with the Sheriff that it is not taken lightly and sometimes circumstances cause the change.

Continuing, Mayor Ganz advised Sheriff Tony that he does not want Deerfield Beach viewed as a training ground to start and transfer out; whereby, he is now comfortable that it will not be the case. Additionally, Sheriff Tony indicated to him that he wants to enhance communication when situations such as this occurs; however, that will not be added to the contract. Furthermore, there will be shared information with the City Manager on why changes occur. The Sheriff was unfortunately double booked with meetings and will try to jump in via Zoom. Lastly, Mayor Ganz said he was very satisfied with his conversation with Sheriff Tony and asked if there was anyone present from BSO Command.

Major Russo, Broward Sheriff's Office, said she is available for any questions.

Mayor Ganz opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said she has noticed an increased presence of BSO throughout the day and night in her community over the past month.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said she works with a lot of BSO officers on a regular basis through community events and has gotten to know many of them. There are times when you start relying on the same person for community events and it is disheartening when you have formed a team over a year, but the person is replaced with another. She said she hopes Sheriff Tony will begin understanding that the characteristics taken from the officer and vice versa, as developing long term relationships with the officers are essential. The only way to build trust in the community is to have the officers here on a regular basis for more than just a year to 18 months.

Mayor Ganz closed the public hearing.

Commissioner Hudak said he had the same conversation with Chief Brimlow today and has tremendous respect for him and all BSO staff in Deerfield Beach. He expressed concern with BSO officers being transferred to other cities after building relationships. Commissioner Hudak said he would have appreciated more BSO leadership attending the meeting, even if via Zoom, as Deerfield Beach is their largest contract and customer. He said he hopes that in the future, there is more of a relationship between the City and BSO. The officers have a very hazardous job and do everything they can to keep everyone safe.

Commissioner Drosky said his comments are not indicative of local command or officers in the City as he has the utmost respect for them and values the great relationship. He said he is encouraged by the conversation the Mayor shared today, but it should not have come to this on the night of the meeting. He explained how the Fire Chief was always available for the meetings and has consistently communicated with the City; however, there is a disconnect from the organization from downtown to the City. While he has met Sheriff Tony numerous times and likes him as an individual; the lines of communication need to be opened and Deerfield Beach should not feel left out especially with having the largest contract.

Continuing, Commissioner Drosky said there is a perception that the City is a training ground for the rest of Broward County and does not understand how community policing can be promoted when officers being trained here are being rotated out. Maybe there is a reason for the lack of continuity, that is fine, but it must be communicated to the Elected Officials and that has not been done. There is a lot of work to be done and is not happy with the current relationship.

DEPARTMENTAL BUSINESS - CONTINUED

Vice Mayor Preston said there have been varying situations in District 2 this past year and some of his residents have been intimidated and he has made it clear that tax paying citizens in Deerfield Beach will not live in fear, nor intimidated or pushed around. However, anytime he has needed BSO for assistance, Chief Brimlow and Lieutenant Hofstein have done an outstanding job and are ready to resolve any issue. Vice Mayor Preston said it must not only be about dollars and cents, but making sure the residents feel secure. He appreciates the progress that has been made and will continue to under their leadership. Lastly, he advised that whatever problems occur in District 2, they will spill over to other districts and bringing resolutions together will resolve the problem for everyone.

David Santucci, City Manager, said the contract does not contemplate the dollars associated with the contract as it is considered annually through the budget process. The proposed agreement deals with the service level provided by BSO. He advised that both the fire and police contracts required clean up to reflect changes that occurred since the existing contracts were executed. Mr. Santucci outlined a few changes: an increase in the number of sworn personnel working within a 24-hour period; the west substation is no longer being used as a permanent station and BSO officials are welcome to use any other facility; fueling stations that are no longer operational were removed; as well as other clean up items.

Mayor Ganz asked if there is a possibility of allowing a two-year renewal instead of five years.

Mr. Santucci replied that the item would need to be tabled to discuss with BSO; followed by the scheduling of a special meeting to approve the agreement before March 31st when the contract expires. He said if that is the direction the Commission wants to follow, he would want to check into extending the contract for a month and bringing the item back for a regular meeting in April.

Anthony Soroka, City Attorney, said BSO would have to agree before the expiration of the contract or a two-year term.

Mayor Ganz said although he was optimistic with the conversation he shared with Sheriff Tony, he is concerned with his colleagues' comments. Also, he is disappointed with BSO attendance at this meeting since it is a five-year contract renewal. At this point, he is willing to table and does not want to move forward at this time. Moreover, since the communication aspect is not in the contract, when someone gives you their word and does not follow through, he has a problem with that. He advised that one of his goals this year was adding more road patrol and was assured that current level is remarkable with flexibility on staffing locations. Lastly, he said he would entertain tabling the item and clarified that a special meeting would be necessary between now and March 31st.

Mr. Santucci said yes, but he would need specific direction on the contract so it is satisfactory to the Commission.

Mayor Ganz said he would like the term shortened from five (5) years to two (2) years and see what happens in that timeframe.

Commissioner Hudak said although there is a contract with BSO, the City views this as a partnership to protect its citizens. He said although he would have preferred the Sheriff's presence in person, he can connect via Zoom and with that not being the case, it is disrespectful and is fixed to a business transaction in the Fort Lauderdale office. Commissioner Hudak said everyone has expressed their satisfaction and admiration with the local command who does a great job in partnering with the City and residents. He said he hopes the leadership in Fort Lauderdale will view the City of Deerfield Beach as a true partner and not just a business associate which seems to be the vibe he is getting. Lastly, Commissioner Hudak said during his tenure, the Sheriff has only attended one (1) meeting, via Zoom and believes Deerfield Beach should have been cared for properly.

Mayor Ganz said Sheriff Tony explained that he was double booked tonight, but was told that either the second in command or someone in high command would be in attendance for a five-year renewal.

DEPARTMENTAL BUSINESS - CONTINUED

There was a brief discussion between Commissioner Drosky and Mr. Soroka regarding an extension of contract for 45 days which goes through April. If not approved by BSO, a special meeting must commence prior to the current contract expiration on March 31st.

Vice Mayor Preston agreed with concerns over communication and a lack of attention to Deerfield Beach. Furthermore, he said if it is important for Sheriff Tony to be present, the same goes for the BSO Fire Chief.

Mayor Ganz said the fire contract is the next item; however, the Fire Chief is online.

Commissioner Parness motioned extending the contract until April 30th if agreeable by BSO Police and if not, a special meeting be called.

Mr. Soroka advised that the 45-day extension would include the same terms and conditions as the existing agreement.

Major Russo said she understands the Commission's concern on communication. There has been a transition with BSO command staff and the Sheriff was double-booked tonight; however, she is present on behalf of the agency to address concerns. Thereafter, Major Russo commented on her history in Deerfield Beach as well as their expectations with all deputies, i.e. community policing. On occasion, staff has been promoted out of Deerfield Beach, her included, due to the experiences the deputies receive here. When staff is transferred out, BSO will work with the City to provide greater communication. She said she is sure these things can be worked out internally and wants to continue the relationship. However, if the City decides not to move forward tonight, she will take recommendations back to the legal team as she cannot enter into an agreement on their behalf.

Mayor Ganz said based on Major Russo's comments, it seems that Deerfield Beach is a training ground and will lose excellent people to other areas, which is frustrating. Thereafter, he expressed frustration with not having assurances that the issues the City is facing will change. The inability to not have one (1) veto per year in the contract is not being done, but was told by Sheriff Tony it will be addressed. He reiterated the need to have someone present from high command. He said he would like the City to be treated at a level that is at least representative of the size of the commitment to the Broward Sheriff's Office.

Major Russo said Sheriff Tony is trying to connect and explained that COVID has impacted the ability for people to attend physically. She said as a 22-year employee she gives her word that BSO understands the needs of the community. Thereafter, Major Russo explained what BSO deputies are learning in the City and it is a credit that they are being promoted. Lastly, she said she cannot commit to a two-year renewal, but will call the Sheriff now to see if he is able to come on.

Commissioner Hudak said he would like to add to the contract that a member of high command attends a certain number of events and City Commission meetings over the five (5) year period. He asked if that could be included to ensure that a partnership is built.

Mr. Soroka replied that it could be submitted to BSO and they would have to decide on the provision.

Commissioner Hudak asked if there were a number of individuals promoted into the City.

Major Russo replied that there have been a number of people promoted, including herself, but does not know the number. Furthermore, she said the entire command staff currently in place was promoted to the City.

Vice Mayor Preston said it is important to continue a shared relationship and that this item does not damage the relationship. Whatever is done needs to be in the best interest of the City and would like the item resolved easily as continuous debate will not help.

Major Russo assured the Commission that Sheriff Tony was confident that she would be able to answer any questions.

DEPARTMENTAL BUSINESS - CONTINUED

Mayor Ganz continued to express his concerns with the absence of Sheriff Tony or other command; thereafter, he asked if there is a termination clause in the agreement.

Mr. Soroka replied that there is a termination for convenience clause and there is a transition period if cancelled. He also outlined the conditions of Commissioner Parness' motion; to extend the current contract for a 45-day period while the parties negotiate a longer term.

Mayor Ganz advised that Sheriff Tony is connected and gave him an opportunity to speak.

Sheriff Tony said during his discussion with Mayor Ganz, he advised of his difficulty of attending, but has been in communication with his command staff and has some understanding of what has occurred during the meeting. Thereafter, he informed the City Commission and its residents that this is a very viable relationship that BSO has had for quite some time and does not want to abandon it. Many resources and efforts have been put forth to appease the Commission and its residents which is the greatest priority. He assured that BSO is not only committed to Deerfield Beach, but will continue to do whatever possible to see that the community prospers in terms of level of service which will not be sacrificed.

Mayor Ganz said during their conversation today, they talked about the disconnect with BSO Downtown and was advised that either his second in command or someone at a higher level than Major Russo would be in attendance. Since that did not happen, the Commission is not pleased.

Sheriff Tony advised that a Major in his organization is not a miniscule administrative position as he communicates with all his majors about priorities. When those individuals, whether a major or colonel, has the opportunity to represent the organization, they are speaking on his behalf. He commented on veto powers in the contract when personnel must be moved or shifted; whereas, that language would not be feasible as it impacts a multitude of levels, including morale, district standing and promotional opportunities. Additionally, Sheriff Tony said he spoke with Captain Brimlow and Major Russo to make sure the City is never left outside of the decision-making process.

Mayor Ganz said he understands the reasons given by Sheriff Tony regarding veto power and has the same consensus amongst the Commission; however, the Commission has brought up feelings about a lack of communication and a disconnect with Sheriff Tony and the higher command staff. He reiterated his feelings that someone in higher command was not present at tonight's meeting.

Vice Mayor Preston thanked Sheriff Tony for getting involved tonight and believes that everything of concern to the Commission before has been met and that the Commission can proceed. He disagreed with tabling the item and would like to vote.

Commissioner Hudak said he does not believe anyone questions BSO's dedication to the City. Chief Brimlow and Lt. Hofstein are top notch and have the City's best interest at heart and the entire staff does a great job for the City. Furthermore, he said no one had an issue with the contract, but there has been a challenge with downtown and the lack of visibility to Sheriff Tony and his staff. He reiterated the need to see more BSO Downtown staff at events and would like a commitment.

Sheriff Tony said in speaking with Mayor Ganz he advised that he would like to see more Executive Command staff members present and he agreed. He explained the level of commitments calendared for today, but gave Mayor Ganz his word that there would be an increase of communication and presence, to include himself. Sheriff Tony said his Executive Command staff is limited and is working with Colonel Holmes, Executive Director, on attending events. If he is not in attendance, someone is watching and communicating.

Commissioner Hudak applauded the relationship the Commission has with local command as well as his relationship with Sheriff Tony and the need to develop a relationship with his colonels.

DEPARTMENTAL BUSINESS - CONTINUED

Vice Mayor Preston said because Deerfield Beach has the largest contract with BSO, we should have been priority. Also, with the communication that took place, he feels that things have been resolved and can now move on as each party understands the other's position. There has been clear communication and understanding. Vice Mayor Preston motioned approval of the contract.

Commissioner Drosky said everyone is doing their jobs and no one is taking anything personally. The Commission is protecting City residents and doing its due diligence before approving a five-year contract. He opined that it should not have taken the Commission to express dissatisfaction to get BSO's attention.

MOTION was made by Commissioner Parness, seconded by Commissioner Drosky to extend the contract until April 30th if agreeable by BSO Police and if not, consider at a special meeting.

Commissioner Parness asked if a 45-day extension could be granted at the City's same rate.

Sheriff Tony replied that he does not have a problem with an extension, but does not believe this is an adversarial issue and no offense has been taken by him or his command staff. Understanding that although Deerfield is one of the largest cities, he wants to make the time to communicate on any issues. Additionally, there is an established negotiation team who has reviewed and had dialogue about the needs, requests and contractual obligations of the City which are presented to him. Regardless of the size of the City, it is his goal and intent of the administration to provide the same level of quality service for every resident in Broward County. There will not be any special treatment provided to Deerfield Beach over any other city as every resident deserves the best quality of public safety. He said he will agree to another 30 days if needed and will work through the concerns.

Mayor Ganz said he does not believe the extension is needed because the issue is communication, not the contract itself. Mayor Ganz reiterated his accolades to the local command staff and wants the connection further up. He said Chief Brimlow is one of the most incredible people in the City and is loved by the citizens. Mayor Ganz also applauded having Major Russo as part of the team as she came from Deerfield Beach as well, but again the connection needs to be higher which is not something that can be written into the contract.

Sheriff Tony reiterated his concession to go along with the extension and commitment for being present as well as increased communication.

Commissioners Parness and Drosky withdrew the motion.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve Item 13, adopted Resolution 2021/034. Voice Vote:

Yeas: 3 - Commissioner Hudak, Vice Mayor Preston and Mayor Ganz

Nays: 2 - Commissioner Drosky and Commissioner Parness

14. Resolution 2021/035 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Agreement with the Broward Sheriff's Office for fire rescue and emergency medical services for a five-year term; providing for execution 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. Thereafter, he announced Fire Chief Gregory Holness who has been present since the beginning of the meeting.

DEPARTMENTAL BUSINESS - CONTINUED

Fire Chief Holness said Deerfield Beach has been and will be a valued partner throughout BSO and will continue to nurture the partnership. He also thanked the Commission for recognizing Station 4 personnel today. He said he has been around and communicating with the City Manager and will be at more events as things begin reopening.

Mayor Ganz also applauded Chief Pellitteri and his crew for the job they are doing.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve Item 14, adopted Resolution 2021/035. Voice Vote:

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - No Report.

CITY MANAGER

Green Road Railroad Repairs - David Santucci, City Manager, advised that repairs on Green Road were completed, but the railroad is in worse condition than before the repair. This project is being handled by the railroad in conjunction and coordination with the County and FDOT. Although the City has no control over the project, the railroad has re-dispatched the contractor who will be on the scene Thursday through Sunday making additional modifications.

Water Main Break - Mr. Santucci advised that there was a water main break on Federal Highway over the weekend starting Friday, March 12th and was not completed until Sunday, March 14th. The water came from an old cast iron water main that was not located on any plans or as built; whereby, securing and closing it off was problematic. There was also a precautionary boil water notification for the impacted residents. Furthermore, he commented on the finalized expenses which have not been received as the reconstruction of the roadway is still underway. A video was provided to demonstrate the hard work performed by staff, showing staff in waist deep water to fix the problem.

Vice Mayor Preston said these employees should be recognized before the City Commission.

CITY COMMISSION BUSINESS

15. Resolution 2021/036 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, urging the Florida Legislature and Florida Governor to support House Bill 6071 reinstating the Qualified Targeted Industries Incentive Program; providing for transmittal 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. Thereafter, he expressed the importance of reinstating the program.

Vice Mayor Preston asked how the Legislature determines what business will be targeted versus another.

David Santucci, City Manager, replied that many times, the businesses are presented to the City by the Alliance and these are the projects that have an assumed name with approval from the State. The Alliance presents to the City and gives the City a code name. This is a performance-based program and reimbursement is given when certain measures and terms are accomplished.

CITY COMMISSION BUSINESS - CONTINUED

MOTION was made by Commissioner Parness, seconded by Commissioner Drosky, to approve Item 15, adopted Resolution 2021/036. Voice Vote:

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

Nays: 0

16. Resolution 2021/037 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, urging the Florida Legislature and Florida Governor to oppose Senate Bill 522 and House Bill 219 preempting the regulation of vacation rentals to the State; providing for transmittal and an effective date.

The Resolution was read by title only.

Mayor Ganz opened the public hearing.

John Myhill, 605 SE 12th Avenue, Deerfield Beach, said he is a resident alongside a rental property and has called the police on numerous occasions as the rental company has not shown any concern. Allowing rental property without proper control, is out of hand and does not considerate to the community. He said the State needs to set aside the regulation to allow rentals without some kind of regulation.

Mayor Ganz asked that BSO speak with Mr. Myhill to see what can be done. Thereafter, he closed the public hearing.

Commissioner Drosky agreed with Mr. Myhill as there is a house in Deer Run that is upsetting the residents with parties and loud music over the weekends and late at night. BSO has been called multiple times and is sympathetic to those neighbors that have to hear this daily; thus, he is in support.

Commissioner Hudak said many of his residents are adversely affected. Approximately two (2) years ago, he and Commissioner Drosky went to Tallahassee about the Bill. Unless the cities are given authority to regulate, it will expand. The initial bill that was proposed has been watered down and thinks it is vitally important that the City support the proposed resolution as numerous other cities have passed the same legislation.

Anthony Soroka, City Attorney, said there was an amendment to the Bill after this item was prepared; whereas, a couple of days ago, the Legislature significantly limited the scope of the preemption and is now limited to the regulation of the advertising platforms for use of vacation rentals. It also provides a number of regulations and restrictions when advertising platforms are used, i.e. Airbnb, VRBO. Furthermore, he and Commissioner Hudak discussed possibly including a cover letter to show the Commission's intent was for opposing. He warned the Commission that the Bill could change afterward; whereas, it is no longer as broad as it was previously.

In response to Commissioner Hudak's question, Mr. Soroka replied that the City has a limited ability to regulate within its boundaries as an ordinance was previously approved for registration requirements; however, there is still a preemption on regulating the duration of the vacation rental and local government's ability to prohibit vacation rentals either citywide or in a certain area.

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item 16, adopted Resolution 2021/037. Voice Vote:

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

Nays: 0

COMMENTS BY MAYOR & CITY COMMISSION

COMMISSIONER DROSKY

DISTRICT 4

Congratulations - Commissioner Drosky congratulated Mayor Ganz and Commissioner Parness on being reelected. Elections are difficult, whether opposed or not and are not for everyone. Those willing to put themselves in a public spotlight, as elected officials take the good and the bad, are welcomed but this position is not for everyone.

Office Hours - Commissioner Drosky said he will hold Saturday office hours on April 3rd, appointments may be made by contacting him or City Hall.

Railroad Repairs - Commissioner Drosky thanked City Manager Santucci for addressing the Green Road railroad situation as District 4 residents have contacted him and were made aware as it was posted on social media.

Florida Wildlife Workshops - Commissioner Drosky said the coyote workshop was extremely informative and well attended; it answered everything that he wanted to know and all the questions he received regarding the coyotes. For those unable to attend, it is recorded on the City's YouTube channel. During the first part of the meeting, the Florida Wildlife Commission (FWC) discussed the presence of coyotes in Florida; the second half addressed questions posed by the public. Commissioner Drosky thanked Hillary Silverstone, Sustainability Coordinator, for her efforts as well as FWC staff. Additionally, the FWC will hold a workshop on iguanas on March 25th via Zoom.

Kiwanis Clean Up - Commissioner Drosky said during the clean-up on Martin Luther King, Jr. Boulevard, there were about six (6) large bags full of garbage within an hour. He opined that the bags were about six (6) pounds each. He thanked Kiwanis West for sponsoring the clean-up; thereafter, Commissioner Drosky suggested the City having its own clean ups as some residents would be interested in assisting and it would be good for the City and environment.

COMMISSIONER PARNES

DISTRICT 3

Municipal Election - Commissioner Parness thanked the voters and others who supported him. After receiving so many votes, it reminded him to work. He thanked Commissioner Drosky and his father for encouragement and support. Most importantly, he thanked Kathy Richards, his partner, who supported him and brought him into the public service. Lastly, Commissioner Parness said he looks forward to continued work with the City Commission and the next four (4) years of getting things accomplished.

VICE MAYOR PRESTON

DISTRICT 2

Congratulations - Vice Mayor Preston congratulated Mayor Ganz, Commissioner Drosky and Commissioner Parness on being reelected. He applauded their commitment to service and although this job will not make anyone rich, it's done out of love.

Kiwanis Clean Up - Vice Mayor Preston thanked Commissioner Drosky for helping and commented on the event's success. It is his goal to continue work in his district to exceed expectations as there are many things to be encouraged about.

African American Heritage Board - Vice Mayor Preston congratulated those appointed tonight to the Board, for their willingness to help. A meeting will be held tomorrow morning at 11:30 to discuss upcoming events. Obviously, COVID-19 creates a challenge for the Juneteenth event, but he wants the event to be special. There will be an educational component for Juneteenth with the assistance of Maverick Entertainment Group. He thanked Ms. Gloria Docilait and Ms. Barri McMillon for being a part of the Board.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED**COMMISSIONER HUDAK****DISTRICT 1**

Congratulations - Commissioner Hudak congratulated Mayor Ganz, Commissioner Drosky and Commissioner Parness on being reelected. Also, congratulations to Vice Mayor Preston. He said he is humbled and honored to serve the City. There are people who try to get elected for ego and others who want to serve the community which the Commission is doing. The fact that they were all reelected shows that the residents appreciate their dedication and love for the City. Thereafter, Commissioner Hudak spoke about how the Commission is able to work together, even through disagreements and how their experiences allow him to learn from each.

Pop Up Art Exhibit - Commissioner Hudak said the Pop-Up Art event will be held at Pioneer Park on Saturday, March 20th from 10 am thru 10 pm. There will be sessions throughout the day.

City Manager Santucci advised that registration is open; however, participants can register onsite.

MAYOR BILL GANZ

Congratulations - Mayor Ganz congratulated Commissioner Drosky and Commissioner Parness on being reelected. It is a testament of the great job that Commissioner Drosky has done to run unopposed. He said it is good to have Commissioner Parness back and it was an outstanding win. The Commission has been a part of his life for 12 years and in four (4) years, it will be 16. He said he has not missed a meeting in 14 years which is really unbelievable.

Broward Sheriff's Office - Mayor Ganz said the issues the City has with BSO is not reflective of the staff in the City as the fire and police chief and officers have done a phenomenal job and is happy that tonight's concerns were heard.

Thank you - Mayor Ganz thanked staff for all their hard work and both his daughters for their support during his time as an elected official.

Special City Commission Meeting - Mayor Ganz said the meeting will be held on Thursday, March 18th with the Town of Hillsboro Beach regarding the first beach nourishment project.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to adjourn the meeting at 10:18 p.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk



Meeting Minutes Community Redevelopment Agency

Tuesday, February 9, 2021

7:00 PM

Commission Chambers

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., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

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

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

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes

MOTION was made by Mr. Hudak, seconded by Mr. Preston, to approve the November 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

February 9, 2021

MOTION was made by Mr. Hudak, seconded by Vice Mayor 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. Presentation regarding the architectural design of the Sullivan Park Facility.

Kris Mory, Director of Economic Development, said James Bowers, Bermello Ajamil, will provide a brief presentation of various architectural styles for the proposed Sullivan Park facility.

Site Location - Mr. Bowers displayed various photographs of the site location, approximately 17,633 square feet. Due to the size of the area, the Board has an opportunity to have a covered area and grand entrance on the eastside of the property. Thereafter, he displayed photographs of the three (3) systematic options for Sullivan Park Phase II.

Option 1 - Mr. Bowers said Option 1 consists of designs related to the Charlotte Burrie Civic Center. Thereafter, he displayed various photographs of the Civic Center. This design is very modern classical, with a vertical element that accentuates the larger volume of the building. It also features wood tones, wood veneers and specialty lighting that brings out the roof line at night. Lastly, Mr. Bowers said this design also incorporates the art in public places component.

Option 2 - Mr. Bowers said Option 2 consists of designs related to the existing Sullivan Park architecture. Thereafter, he displayed photographs of the existing architecture at Sullivan Park, which consists of a covered area near the restrooms that has a smooth, clean, sparkle finish, walls that have a Hardie Board design and a trellis that covers the seating area at the splash pad. Further, the contrast of the white and wooden veneers in Option 1 has been incorporated into Option 2 to provide a contemporary look. The white band is indicated on the underside of the stairs, close to the ground, and through all elevations to incorporate each level and make them inclusive. The wooden veneers are also incorporated throughout the elevations. Additionally, a wooden veneer trellis has been added to the main entrance of the facility.

Continuing, Mr. Bowers displayed the two (2) options of the proposed facility. Option 1 was a replica of the Charlotte Burrie Civic Center with the Deerfield Beach Logo added to the northside of the building and a triple staircase added to the main entrance. Option 2 is the correlation between the architecture of the Civic Center and the existing architecture of Sullivan Park. Moreover, Option 2 consists of a smooth, stucco finish covered area with Hardie Board walls at the main entrance of the facility. Additionally, this design also has up-lighting that will be turned on at night to brighten the entrance and to make the materials and design cohesive. Thereafter, photographs of Option 2 were displayed.

Option 3 - Mr. Bowers said Option 3 consists of designs related to modern architecture. Thereafter, he displayed various photographs of the proposed modern architectural design. He explained that the Deerfield Beach colors, as well as a fuchsia color, were incorporated into this design with vertical and horizontal open-air elements that are 16 inches on set. Further, he explained that the Deerfield Beach logo was also incorporated into this design, as well as the Got Art? Logo, which serves as an advertising opportunity.

Mr. Hudak said all the options are favorable; however, he is concerned with the possibility of birds nesting in Options 1 and 3. Therefore, he spoke in favor of Option 2 because of the covered area and low maintenance of the building.

Vice Chair Parness spoke in favor of Option 2 but suggested adding more colors so that the facility stands out.

Mr. Drosky said Option 1 is too big with the triple staircase and looks more like a convention center than a community center. Option 3 does not fit with the area, nor the community; therefore, he spoke in favor of Option 2.

Mr. Preston spoke in favor of Option 1, as it provides a professional look and the triple staircase will accommodate the growing population.

Chair Ganz opened the public hearing.

Tom Koch, 1631 Riverview Road, Deerfield Beach, said he is the President of Hillsboro Landings I and asked that the Board be considerate of the 64 units located behind the building. He also asked that there be cohesiveness with Sullivan Park, the Cove and the neighborhood.

GENERAL ITEMS - CONTINUED

Chair Ganz closed the public hearing.

Chair Ganz said the wooden veneers in Option 1 is more of an accent, as opposed to being a primary part of the design; therefore, he supports the wooden veneers but not as the primary component of the design. He spoke in favor of the up lights, as he agreed that they will make the facility stand out at night. Option 3 is not a viable option and he will not support it. Chair Ganz said the colors in Option 2 blend with Sullivan Park but suggested adding more wooden veneers; therefore, he suggested a hybrid of Options 1 and 2.

Mr. Hudak agreed with a hybrid of Options 1 and 2 but spoke in support of the covered roofline in Option 2, as the trellis does not make sense with the birds and Florida weather.

Chair Ganz agreed with the roof being more favorable in Option 2.

Mr. Drosky suggested eliminating Option 3 and directing staff to come up with a hybrid of Options 1 and 2 for consideration.

The Board directed staff to bring forward a hybrid option of Options 1 and 2 at a future meeting.

2. Update regarding the S-Curve Utility Undergrounding and Streetscape Improvements Project.

Project Location - Kris Mory, Director of Economic Development, provided a brief PowerPoint presentation. Thereafter, she displayed a photograph of the project location.

Scope of Services - Ms. Mory said the S-Curve Utility Undergrounding and Streetscape Improvements Project consists of the undergrounding of overhead utilities; streetscape improvements for aesthetics and pedestrian safety; and installing turtle-friendly LED street and bollard lighting. The goal of this project is to improve vehicular and pedestrian experience through the commercial corridor.

Project Partners - Ms. Mory outlined the project partners: Florida Power & Light, Comcast and AT&T. She advised that all three (3) partners have provided their preliminary cost estimates, which will be presented at a future meeting. Once the project is completed, staff will hire a general contractor to perform the streetscape improvements.

Easements Needed - Ms. Mory said staff is dealing with the easements to determine placement above ground or below ground. Thereafter, photographs were displayed of the easement areas. There are eight (8) locations and properties that staff must negotiate the easements: Wings - two (2); Whales Rib - one (1); Flanigan's - one (1); and JB's/KCP property line - four (4).

Continuing, Ms. Mory said during the plan review, the City's engineering staff requested that the intersection be redesigned with a roadway speed table to further slow traffic. Additionally, engineering requested that the CRA enter into a lease contract with FP&L to assist with the light poles, which will be a \$280,000 savings. Ms. Mory explained that due to FP&L and design, the construction start date has been pushed back to July.

3. Presentation regarding the Main Beach Parking Lot seating.

Last Action - Kris Mory, Director of Economic Development, provided a brief PowerPoint presentation. She reminded the Board that at the last meeting a decision on the artist was made, but the seating was not finalized.

Design Area - Ms. Mory displayed photographs of the proposed area, which is the center of the main beach parking lot, where the Show Mobile is usually placed.

Design Options - Ms. Mory displayed various photographs of amphitheater style seating. During events, the Show Mobile is currently located in the main beach parking lot and the audience sits/stands on the street or berm and looks west toward it.

GENERAL ITEMS - CONTINUED

Proposal - Ms. Mory said the addition of seating in the main beach parking lot will allow for an elevation change between the main beach parking lot and street, and then the Show Mobile would be placed in the street. Lastly, Ms. Mory requested direction before the project goes any further with the railing installation.

In response to Mr. Hudak's question, Ms. Mory replied that the VIP tents can be placed in the same location as previously done in the past.

Mr. Preston spoke in support of adding seating to the main beach parking lot, as it would enhance the area.

Chair Ganz spoke in support of seating, as it makes more sense to have people facing the ocean; however, he expressed concerns with skateboarders and people camping out, and asked that staff be cognizant of that when creating the design. Thereafter, he opened the public hearing; however, there was none to speak and the public hearing was closed.

In response to Mr. Drosky's question, Ms. Mory replied that the proposal is a mix of amphitheater style seating and pedestrian level stairs.

Mr. Drosky said he agreed having that mix for everyday use but during events, he believes the focus should be on the westside, not eastside; therefore, he suggested leaving the Show Mobile on the westside in the main beach parking lot.

Mr. Hudak agreed with the seating facing east and Show Mobile facing west because of the intermissions between the shows. He also expressed concern with sun fall when the main artist takes the stage.

Vice Chair Parness had no objections to either option.

In response to Chair Ganz's question, Ms. Mory replied that there will be no issues with the placement of the Show Mobile on the eastside facing west.

MOTION was made by Mr. Hudak, seconded by Mr. Preston, to include seating facing east and Show Mobile facing west. Roll Call:

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

Nays: 0

4. Presentation of the 58th Annual Greater Pompano-Lighthouse Point-Deerfield Beach Boat Parade Award.

Kris Mory, Director of Economic Development, provided the Board with the 58th Annual Greater Pompano-Lighthouse Point-Deerfield Beach Boat Parade Award for sponsoring the event. Thereafter, she provided a brief overview of the award ceremony that was attended by Mr. Drosky.

ADMINISTRATION COMMENTS**CRA DIRECTOR**

None.

CITY MANAGER

None.

CITY ATTORNEY

None.

BOARD COMMENTS**MR. HUDAK**

None.

MR. PRESTON

International Fishing Pier - Mr. Preston said he was at the Pier earlier and people were trying to identify the fish and it reminded him of the renderings previously approved; thereafter, he asked for an update.

Kris Mory, Director of Economic Development, said staff has concerns with the previously approved illustrations. Thereafter, the renderings were displayed. She said because of the nature of the art it is very pixilated, so it will not translate properly on the sign; nevertheless, since this artist was chosen, she did receive the \$1,000 cash prize. After speaking with Mr. Preston, it was determined that the Board review the other options.

Mr. Drosky thanked Mr. Preston for bringing this to the Board's attention. Further, he said nothing against the artist, but when this was originally brought forward, he voted no, as there were other options that stood out, which were displayed.

Chair Ganz thanked the artist and stated that they should keep their prize. Further, he advised that he voted no as well. When the item was brought to the Board's attention, they were not aware that these images would cause an issue, and unfortunately, these images cannot be used.

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

MOTION was made by Mr. Preston, seconded by Mr. Hudak, to reconsider the fish pictures that will be located at the Pier. Roll Call:

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

Nays: 0

Ms. Mory displayed photographs of another design option that was done by an architect, who is currently under contract for other pier improvements.

Chair Ganz commented on the colors of the fish and asked if the fish will be identifiable.

Mr. Preston said a true fisherman would be able to determine the type of fish but agreed that the color schemes may throw others off.

Mr. Hudak said although there should be some type of educational component, this project is more of an artistic enhancement to bring life to the pier. Further, he said there is an electronic board at the Kirk Cottrell Pavilion that can showcase what the fish look like.

Chair Ganz suggested adding a QR Code to the images, so people can scan their phones to view images of the species.

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

BOARD COMMENTS - CONTINUING

MOTION was made by Mr. Hudak, seconded by Mr. Preston, to add a QR Code to the pictures. Roll Call:

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

Nays: 0

Chair Ganz said the addition of the QR Code opens the possibility for sponsorships and asked staff to look into it.

MR. DROSKY

None.

VICE CHAIR PARNES

None.

CHAIR GANZ

None.

PUBLIC COMMENT

There were no public comments.

ADJOURNMENT

MOTION was made by Mr. Preston, seconded by Mr. Hudak, to adjourn the meeting at 8:02 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 Commission Meeting - April 6, 2021

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, April 6, 2021, 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 April 6, 2021, 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 April 6, 2021 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 Commission Chambers adhering to social distancing protocols, face covering requirements and temperature checks at entry.
- 2. Zoom**
 - a. Via Zoom Online** - Access to the meeting will begin at 6:45 PM on April 6, 2021.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/84560325942?pwd=RjlwWlhybVd1dEUzSmFURDI1OUo4QT09>
 - 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: 845 6032 5942#, Participant ID: #, Passcode: 707849#

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 April 6, 2021, 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

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

Face Sheet

File Number: I.D. 2021-583

Agenda Date: 4/6/2021

Status: PUBLIC HEARING

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Facility Use and Grant Agreement with DPR Youth Enrichment Association for Academics & Athletics, Inc. for the Packer Rattlers Youth Football, Cheerleading, and Academic Support Programs; approving a \$35,000 grant to support the Youth Football and Cheerleading Programs within the City; providing for execution, severability 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

Costs: \$35,000

Account Name: Athletic Program Supplement

Account Number: 001-7025-572-39-14

Background/History

DPR Youth Enrichment Association for Academics and Athletics, Inc., (the "Packer Rattlers") is a Florida not-for-profit corporation that provides youth football, cheerleading, and academic support programs for youth ages 5 to 14 years old (the "Youth Programs").

For the 2019 football/cheerleading season, the Packer Rattlers submitted a grant application and budget proposal to the City requesting funding to support the Youth Programs within the City. In 2019, the City provided funding support to the Packer Rattlers in the amount of \$75,000.

During the 2019 season, the Packer Rattlers utilized the City-owned and operated Oveta McKeithen Recreational Complex, which was suitable for use by them for their Youth Programs.

The City Commission approved a facility use and grant agreement for the Packer Rattlers in 2020 in the amount of \$35,000. However, the Youth Programs were suspended during the 2020-2021 season due to the COVID 19 pandemic.

Current Activity

The Packer Rattlers have requested the use of the Oveta McKeithen Recreational Complex to conduct their Youth Programs for the 2021-2022 season (the "Facility Use"). The Packer Rattlers submitted a grant application and budget proposal to the City requesting renewal of their facility use agreement and funding for the 2021-2022 season. Their funding request for the upcoming season is \$35,000. A new Agreement has been prepared for the 2021-2022 season generally consistent with last year's agreement.

Recommendation

City staff recommends approving the Facility Use Agreement and \$35,000 in supplemental funding for the Packer Rattlers to support the Youth Programs, and authorizing execution of a Facility Use and Grant Agreement with the Packer Rattlers to support the Youth Programs within the City.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A FACILITY USE AND GRANT AGREEMENT WITH DPR YOUTH ENRICHMENT ASSOCIATION FOR ACADEMICS & ATHLETICS, INC. FOR THE PACKER RATTTLERS YOUTH FOOTBALL, CHEERLEADING, AND ACADEMIC SUPPORT PROGRAMS; APPROVING A \$35,000 GRANT TO SUPPORT THE YOUTH FOOTBALL AND CHEERLEADING PROGRAMS WITHIN THE CITY; PROVIDING FOR EXECUTION, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, DPR Youth Enrichment Association for Academics and Athletics, Inc., (the “Packer Rattlers”) is a Florida not-for-profit corporation that provides youth football, cheerleading, and academic support programs for youth ages 5 to 14 years old; and

WHEREAS, the City owns and operates certain facilities, including the Oveta McKeithen Recreational Complex, which are suitable for use by the Packer Rattlers for its Youth Football, Cheerleading, and Academic Support Programs (the “Youth Programs”); and

WHEREAS, the Packer Rattlers have requested the use of the Oveta McKeithen Recreational Complex to conduct its Youth Programs, including Football and Cheerleading for the 2021-2022 season, within the City of Deerfield Beach (the “Facility Use”); and

WHEREAS, the Packer Rattlers have submitted a grant application and budget proposal to the City and have requested funding to support the Youth Programs within the City; and

WHEREAS, City staff recommends approving the Facility Use, and a Facility Use and Grant Agreement with the Packer Rattlers, attached as Exhibit “A” (the “Agreement”), to support the Youth Programs within the City; and

WHEREAS, the City Commission finds that it is in the best interest of the City to authorize and approve the Facility Use, approve a \$35,000 grant to the Packer Rattlers to support the Youth Programs (the “Youth Sports Grant”), and authorize execution of the Agreement with the Packer Rattlers.

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 authorizes and approves the Facility Use by the Packer Rattlers for the Youth Programs subject to the terms of the Agreement.

Section 3. The City Commission finds that the Youth Sports Grant to the Packer Rattlers for \$35,000 in accordance with the terms of the Agreement serves the public interests of the citizens of the City and is hereby approved.

Section 4. The City Commission approves the Facility Use and Grant Agreement with the Packer Rattlers for the Facility Use and Youth Sports Grant in a form acceptable to the City Attorney. The Mayor and City Manager are authorized to execute the Agreement with the Packer Rattlers, attached as Exhibit “A,” together with such non-substantial changes that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 5. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 6. Should any section, provision or word of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

Section 7. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

**FACILITY USE AND GRANT AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH
AND DPR YOUTH ENRICHMENT ASSOCIATION FOR
ACADEMICS & ATHLETICS, INC.**

This Agreement (the "Agreement") is made and entered into this _____ day of April, 2021, between the City of Deerfield Beach, Florida, (the "CITY"), and the DPR Youth Enrichment Association For Academics & Athletics, Inc. (the "LICENSEE").

WHEREAS, LICENSEE is a Florida not-for-profit corporation that provides youth football, cheerleading and academic support programs for youth ages 4 to 14 years old; and

WHEREAS, the City owns and operates facilities, including the Oveta McKeithen Recreational Complex, which are suitable for use by the LICENSEE for its Youth Football and Cheerleading Programs (the "Youth Programs"); and

WHEREAS, LICENSEE desires to obtain a non-exclusive license to use areas of the Oveta McKeithen Recreational Complex approved by the City (the "Permitted Area") to administer LICENSEE's tackle football and cheerleading athletic programs, games, and events within the City ("Athletic Events"); and

WHEREAS, LICENSEE has submitted a grant application and budget proposal to the City and has requested funding to support the Youth Programs within the City; and

WHEREAS, the CITY agrees to permit LICENSEE to conduct LICENSEE's Youth Programs at the Permitted Area and to provide grant funding to support the Youth Programs within the City, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, CITY and LICENSEE do hereby agree as follows:

Section 1. Recitals. The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are incorporated herein.

Section 2. Scope of Work. LICENSEE shall administer a Football and Cheerleading Program for the 2021 season within the City at the Permitted Area in accordance with the Scope of Services, attached as Exhibit "A", and the terms and conditions of this Agreement.

Section 3. Term. This Agreement shall take effect upon the date of execution by the parties and shall continue until April 30, 2022, unless terminated as permitted herein (the "Term"). The Term of this Agreement may extended for up to two additional one year terms concluding April 30, 2023 and April 30, 2024, respectively, by the City Manager prior to the end of the then existing term, upon mutual written agreement by the parties.

Section 4. Licensee's Responsibilities.

- a. *Security Deposit.* Upon execution of this Agreement and prior to conducting any Athletic Events at the Permitted Area, LICENSEE shall pay a \$500.00 security deposit to the City.
- b. *Non-profit Status.* Upon execution of this Agreement, LICENSEE shall provide the City with a copy of LICENSEE's non-profit corporate status and any reasonable supporting documentation that may be requested by the City to verify such status.
- c. *Coaching Certifications.* Prior to the first official game of each season of each Youth Programs, LICENSEE shall provide the City with (i) copies of the certifications required by their respective league for each individual that will be providing coaching services, or (ii) a certified letter by the President of the respective Youth Program league stating the names of the league's certified volunteers.
- d. *Scheduling.* LICENSEE shall provide a schedule of practices, games, meetings and events to the CITY no later than one month before the start of the season, based on availability of City fields. The LICENSEE must attain from the City, a facility use permit (at no additional cost) for all scheduled activity. Any and all amendments to the original schedule must be submitted in writing to the Parks & Recreation Director or designee at least five (5) business days prior to actual rescheduled practices, meetings, games or events. It is understood by LICENSEE that it is one of many users of the park facility and that the CITY may not in all cases be able to permit the exclusive use of the park at all the times desired by LICENSEE.

LICENSEE acknowledges that all City run programs and functions take priority over scheduling of all other outside programming. All meetings and registrations that take place in the Permitted Area facilities must be approved by the City a minimum of two weeks prior to the event. All Licensee activities must fall within the Permitted Area's normal operating hours, unless approved by the Parks and Recreation Director in writing.

- e. *Rosters.* LICENSEE shall provide a set of initial rosters to the City at least one (1) week prior to the start of scheduled games for each Youth Program. LICENSEE will provide final rosters to the City at the midpoint (middle of game schedule) of the season.
- f. *Financials and Tax Return.* LICENSEE shall submit Audited Financials to the City at end of each Youth Program season under this Agreement. In accordance with the City's policy for grant funds in excess of \$10,000, LICENSEE shall provide to the City a tax return for LICENSEE's fiscal year in which the grant funds are received from the City.

- g. *Damage to Facilities.* LICENSEE recognizes that the Permitted Area is a community focal point that the CITY wishes to maintain in pristine conditions. LICENSEE agrees it will take no action that would cause damage to the Permitted Area. In this regard, LICENSEE agrees not to cause damage to the landscaping or foliage to the Permitted Area. LICENSEE shall not cause any litter or debris to be left on the Permitted Area. Moreover, LICENSEE shall ensure that there shall be no consumption of alcoholic beverages or illicit drugs in the Permitted Area. LICENSEE agrees to a fine of \$100 per violation, if there is a violation of the aforementioned provision, which amounts may be deducted from any funds to be provided to Licensee by the City, if any. If there are conditions that occur during the Athletic Events that require an adjustment of security deposit returned at the conclusion of the Athletic Events, LICENSEE shall pay any overages of fees within ten (10) days of the conclusion of the Athletic Events.
- h. *Clean-up of Permitted Areas.* Immediately after each Athletic Event, the LICENSEE shall be responsible for cleaning all ball fields and facility areas used during the administration of any Athletic Events, including, but not limited to cleaning all fields, recreational buildings, dugouts, fence lines, and playground areas. LICENSEE further agrees to ensure that all trash will be placed in CITY receptacles. LICENSEE agrees to a fine of \$100 per violation for failure to adhere to this subsection, which amounts may be deducted from any funds to be provided to Licensee by the City. A representative of the CITY may inspect and document the condition of the Permitted Area the day of or the day after an Athletic Event, and may take photographs of the Permitted Area. LICENSEE, at the conclusion of the Athletic Events, must restore the site to a condition equal to that existing on the day prior to the Athletic Events. LICENSEE shall pay all costs for the repair and replacement of CITY property that occurs during the Athletic Events.
- i. *Emergency Access and Dangerous Conditions.* LICENSEE agrees to provide all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending the Athletic Events, and proper entrances into any gates that are locked. If, in the course of LICENSEE's operations, CITY or its officers, agents and employees become aware of any condition in or about the Permitted Area which may be dangerous, LICENSEE shall immediately correct such condition or cease operations upon being notified so as not to endanger persons or property.

Section 5. Background Checks. LICENSEE shall comply with the City's Sports Volunteer Background Screening Policy, Section 50-80 of the City Code, as such policy may be amended from time to time (the "Policy").

- a. LICENSEE shall be required to perform a Level II background check on all of LICENSEE's board members and volunteers and LICENSEE's employees coaches, agents, and other volunteers who may utilize a City Facility and have direct contact with youth sports participants (each is a "Volunteer") and the results of such background checks shall be provided to the City prior to any Volunteer utilizing a City Facility for youth sports. City agrees to pay for the required background checks during the Term of this Agreement.
- b. Level II Background checks for all Volunteers shall be conducted on an annual basis for each year of this Agreement. Volunteers shall be prohibited from participating in youth sports at any City Facilities or in any of the Youth Programs within the City in the event: (i) they have not had a current Level II background check conducted, or (ii) the results of their Level II background check reveal any of the disqualification factors set forth in the Policy, unless and until such Volunteer successfully appeals the disqualification in accordance with the Policy.
- c. By signing this Agreement, LICENSEE acknowledges that LICENSEE has read and understands the Policy and agrees to abide by the background screening qualification standards set forth in the Policy with respect to LICENSEE's Volunteers. Further, LICENSEE agrees to provide written notice to the City immediately upon LICENSEE's knowledge of any occurrence that, under the Policy, would disqualify any Volunteer. The City shall have the right to immediately terminate this Agreement upon written notice to LICENSEE if LICENSEE fails to abide by the Policy.
- d. *Affidavit.* LICENSEE shall be required to submit an affidavit on a form provided by or approved by the City certifying that the youth sports organization will not use any Volunteer who has direct contact with youth sports participants who has failed the background check based upon the criteria set forth in Section 50-80 of the City Code or Section 943.0438, Fla. Stat., as may be amended from time to time. Such affidavit shall be submitted to the City Manager or designee prior to conducting any youth sports activity under this Agreement.

Section 6. Insurance and Indemnification.

- a. *Insurance.* LICENSEE shall provide the CITY with a copy of LICENSEE's liability insurance upon execution of this Agreement and prior to any Athletic Event taking place. LICENSEE shall maintain no less than the following amounts of insurance:

(1) Comprehensive general liability	\$1,000,000
(2) Property damage	\$1,000,000
(3) Automotive liability	\$1,000,000
(4) Worker's compensation	statutory requirement

The general liability and property damage insurance shall, at a minimum, cover the coaches and the youth participants who are participating in any Youth Program or Athletic Event.

Each policy shall name the CITY as an additional insured and the LICENSEE shall deliver to the CITY a copy of the certificate of insurance evidencing the existence of the policies. Each certificate shall provide that the CITY will be afforded 30-day prior written notice of cancellation of any of the policies for any reason. The insurance shall only be written by companies rated B+ or higher, according to the most recent issue of Best Insurance Rating Guide. The certificate shall be submitted with a cover letter addressed to the CITY from the LICENSEE's insurance agent or agents stating that they have read the provisions of this section and that the insurance provided meets the minimum requirements of this section.

The insurance shall contain the following endorsement:

In addition to the coverage stated in the body of the policy, the policy shall indemnify and hold harmless the CITY, its officers, agents and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000.00 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000.00 for each, including costs of investigation, all expenses of litigation, including reasonable attorney's fees and the cost of appeals arising out of any claims or suits because of any and all acts or omission or commission by the LICENSEE, its agents, servants, or employees, or through the mere existence of the project under contract.

All policies shall be on an occurrence basis rather than a claims-made basis.

- b. The LICENSEE shall be responsible to the CITY for the acts and omissions of any subcontractor(s) or person(s) employed by Licensee or Volunteers or any other person authorized by the LICENSEE to participate in the Programs.
- c. *Indemnification.* In addition to the insurance to be provided, LICENSEE agrees to indemnify, defend and hold the CITY, including City's officers, agents and employees, harmless against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) and causes of action of any kind of nature whatsoever arising from the acts, omissions or negligence of the LICENSEE, or its officers, agents, Volunteers, or employees, or Licensee's use and occupancy of any City Facilities or any breach of this Agreement, including through all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against CITY in any such suit or action. Nothing contained in this Agreement is intended or shall be construed to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes.

Section 7. Compliance with Applicable Laws and Policies.

- a. In the conduct of its activities under this Agreement, LICENSEE shall comply in all material respects with all applicable federal, state, and local laws and regulations, as amended from time to time, including but not limited to orders and CDC guidelines in effect to address declared health emergencies. LICENSEE shall obtain at its own expense all required licenses and permits for participation in the Athletic Events.
- b. LICENSEE will abide by all Parks and Recreation Department Rules, Regulations, and Policies, including the Recreation Facility Use and Sports Policy and such regulations set forth by City ordinance, City resolution, and Chapter 50 of the City Code, all as may be amended from time to time, and which are incorporated herein by this reference. If LICENSEE violates any of the aforementioned provisions, LICENSEE agrees to a fine of \$100 per violation, or such fine amount as stated by the applicable ordinance, whichever is greater.
- c. LICENSEE agrees that should LICENSEE not comply with any provision in this Agreement, LICENSEE may not be permitted to participate in subsequent Athletic Events. The determination of compliance with the provisions in this Agreement shall be in the sole discretion of the CITY.

Section 8. Vending. The CITY agrees that LICENSEE will be the sole authorized vendor for food and beverages in the park during LICENSEE'S authorized activities, with the exception of one additional properly permitted vendor authorized by the CITY in the City's sole discretion.

Section 9. Police Services Requirements. LICENSEE shall provide and pay for at least two deputies who shall be present at all home games within the City from the start of the opening game until the end of the final game. LICENSEE must request and pay for the required number of deputies through the Broward Sheriff's Office ("BSO"). LICENSEE must comply with any additional police provisions in accordance with applicable league bylaws and BSO policies. The Broward Sheriff's Office, at its discretion, may require additional deputies.

Section 10. Storage. The storage of equipment (uniforms, helmets, footballs, etc.) belonging to LICENSEE on park grounds or in buildings is strictly prohibited, except in the existing areas described in the attached Exhibit "B" (the "Storage Areas"). All stored items are subject to the approval of the Parks and Recreation Director or designee. The LICENSEE agrees to be solely responsible for LICENSEE's items stored on City property and LICENSEE shall indemnify and hold the CITY harmless against any and all costs, damages, claims and expenses (including reasonable attorney's fees) arising in any manner from LICENSEE's storage of any equipment or materials on any City property, including but not limited to the Permitted Area and Storage Areas.

Section 11. City Funding. The CITY agrees to provide LICENSEE with grant funds in an amount not to exceed \$35,000.00 to be used by LICENSEE to pay for uniforms, equipment, league dues, insurance, coaches trainings and certifications and/or league travel ("Permitted Uses") to support LICENSEE's Youth Programs within the City during the Term (the "Grant Funds"). In order to receive any of the Grant Funds, LICENSEE shall make a written request to the CITY for a particular expenditure (a "Payment Request") that details the specific items to be purchased, the anticipated amount of such purchase and any additional information reasonably requested by the CITY. If the request is consistent with this Agreement, the CITY shall have the option, in the CITY's sole discretion, to make the purchase directly or reimburse LICENSEE for such expenditure. Any additional funding requests above the \$35,000.00 Grant Funds amount, or any requests to use any portion of the \$35,000.00 Grant Funds for a purpose other than the Permitted Uses, must be approved by City Commission. Based upon this funding, LICENSEE shall provide such financial information related to LICENSEE as provided for in City rules and regulations or as may be requested by the City Manager or designee. LICENSEE agrees to submit a budget to the CITY with details on anticipated revenues and expenditures for the Programs. Notwithstanding any language herein to the contrary, in the event a declared public health emergency results in the delay or suspension of the season(s) of the Football or Cheerleading Program, the City Manager may reject or delay a Payment Request until such time as reasonably sufficient documentation is provided to the City confirming the continuation of the applicable season(s) of the Football or Cheerleading Program and the continued need for the Payment Request.

Section 12. Termination. This Agreement may be terminated by LICENSEE upon thirty days written notice to the CITY of such termination in which event LICENSEE shall not be entitled to any additional Grant Funds. The CITY shall have the right in its sole discretion to terminate this Agreement with or without cause by giving seven days' notice to LICENSEE. If the CITY elects to terminate this Agreement, the CITY shall return any unused portion of any security deposit paid by LICENSEE, unless it is necessary to be retained by the CITY to address unpaid fine violations or damages caused to any City facilities or fields by LICENSEE.

This Agreement may be terminated by the CITY for cause if the LICENSEE is in breach of this Agreement and fails to correct the breach within ten days from the date of written notice from the CITY identifying the breach. Upon receipt of such notice, and unless otherwise directed by the CITY in writing, LICENSEE shall immediately cease all activities that may cause additional CITY Grant Funds to be spent. In the event this Agreement is terminated for cause by the CITY, LICENSEE shall immediately return such portion of the Grant Funds that have not been expended in accordance with this Agreement.

Section 13. Audit Rights and Retention of Records.

A. During the Term of this Agreement and for three (3) years following the Agreement's expiration, the CITY shall have the right to audit the books, records, and accounts of the LICENSEE and its subcontractors that are related to this Agreement or the expenditure of Grant Funds. The LICENSEE and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Scope of Services. All books, records, and accounts of the LICENSEE 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, the LICENSEE or its subcontractors, as applicable, shall make same available at no cost to the CITY in written form.

B. The LICENSEE and its subcontractors shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time but, in any event, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the CITY to be applicable to the LICENSEE's and its subcontractors' records, the LICENSEE and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the LICENSEE or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the CITY's disallowance and recovery of any payment upon such entry.

Section 14. Coordination of Services. The CITY's primary representative/liaison during the performance of this Agreement shall be the Director of Parks and Recreation or Designee.

Section 15. City Reservation of Rights. The CITY reserves the right to order any participant or coach who is deemed by the CITY, in its discretion, to be a threat to any participant or the public or park property or who flagrantly violates City policies, rules or regulations relating to park usage to leave City grounds.

Section 16. Notices. Any notices or documents required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, registered mail, return receipt requested, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith:

City of Deerfield Beach: David Santucci
City Manager
150 NE 2nd Ave.
Deerfield Beach, FL 33441

With a copy to: Anthony Soroka
City Attorney
1200 North Federal Highway, Suite 312
Boca Raton, FL 33432

Licensee: Tyrone Philpart
President
P.O. Box 1146
Deerfield Beach, FL 33443

Section 16. No Leasehold. LICENSEE and CITY intend that this document shall be a license and privilege, and that no leasehold or other interest in the land or Permitted Areas is conferred upon the user under the provisions of this Agreement. LICENSEE uses the Property in an “as is” condition.

Section 17. Public Records. LICENSEE shall comply with Chapter 119, Fla. Stat., Florida’s Public Records Law. Specifically, LICENSEE shall:

1. Keep and maintain public records required by the CITY to perform the Programs.
2. Upon request from the CITY’s custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if the LICENSEE does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the LICENSEE or keep and maintain public records required by the CITY to perform the service. If the LICENSEE transfers all public records to the CITY upon completion of the contract, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records upon completion of the contract, the LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY’S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 480-4213, WEB.CLERK@DEERFIELD-BEACH.COM, OR 150 NE 2nd AVE. DEERFIELD BEACH, FL 33441.

Section 18. Miscellaneous.

- a) **Entire Agreement.** The parties agree that this is the entire Agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.
- b) **Severability.** If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of the Agreement or portions thereof, shall not be affected and shall remain in full force and effect.
- c) **Waiver.** The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of by that party.
- d) **Governing Law.** The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under or pursuant to this Agreement shall be in Broward County, in the State of Florida.
- e) **Binding Effect.** All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.
- f) **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.
- g) **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the party's further intention that this Agreement be construed liberally to achieve its intent.

h) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

i) **Assignability.** This Agreement is not assignable.

[THE REMAINDER OF THIS AGREEMENT IS INTENTIONALLY LEFT BLANK]

**FACILITY USE AND GRANT AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH
AND DPR YOUTH ENRICHMENT ASSOCIATION FOR
ACADEMICS & ATHLETICS, INC.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized agents and representatives with all the formalities required by law on the day and year first written above.

CITY

ATTEST:

CITY OF DEERFIELD BEACH,
FLORIDA, a municipal corporation of
the State of Florida.

Samantha Gillyard, City Clerk

Bill Ganz, Mayor

**DPR YOUTH ENRICHMENT ASSOCIATION
FOR ACADEMICS & ATHLETICS, INC.**

DPR YOUTH ENRICHMENT ASSOCIATION
FOR ACADEMICS & ATHLETICS, INC., a
Florida not for profit corporation.

WITNESS:

By: *Tyrone Philpart*
Tyrone Philpart, President

By: *Theodore Riley*
Theodore Riley, Vice President

(CORPORATE SEAL)

EXHIBIT “A”

SCOPE OF SERVICES

Licensee shall administer tackle football and cheerleading athletic programs within the City of Deerfield Beach in accordance with all applicable laws, policies, rules and regulations.

EXHIBIT “B”

STORAGE AREAS

The football storage room located in the rear concession building on the southwest side of Oveta McKeithen Recreational Complex (“OMRC”) and the storage area in the press box on the northeast side of the OMRC, both as depicted below.





City of Deerfield Beach

Community Participation Grant Application

The Community Participation budget includes all expenditures made by the City of Deerfield Beach to charitable organizations.

The request for funding shall be considered by the City Commission during the budget approval process. Funds are not approved until the fiscal year budget has been approved. In order to be eligible for a grant, the application must be completed in its entirety and submitted with the required documents. Funding is contingent upon the execution of a binding commitment incorporating the grant conditions. Funding does not renew each fiscal year and the grant application must be submitted each year for consideration. Additional requirements may be imposed at the City's discretion based on the usage of funds.

Requests in excess of \$10,000 will follow the guidelines as established in Resolution #2009/163 and must include, but not be limited to:

1. ☐ Updated copy of IRS W-9 Form
2. ☐ Copy of Tax Returns for the 3 most recent years
3. ☐ Proposed itemized budget
4. ☐ List of Board of Directors
5. ☐ Articles of Incorporation
6. ☐ Entity/Organization Name: DPR Youth Association for Academics and Athletics

At the option of the City Commission, an audited financial statement together with an audit opinion for the most recent fiscal year or, for agencies without an audited financial opinion, an unaudited financial statement together with a certified statement from the agency's President and Treasurer

Please submit the completed application and required backup material to web.citymgr@deerfield-beach.

Hardcopies may be submitted to:
City Manager's Office
150 NE 2 Avenue
Deerfield Beach, FL 33441
Attention: Community Participation

Entity/Organization: DPR Youth Assoc for Academics & Athletics Date: 3-22-2021

Submitter's Name: Tyrone Philpart

Address: P.O. Box 1146 - Deerfield Beach, FL 33443-1146

Phone Number: 954-675-3657 Fax Number:

Email Address: tlphilpart@gmail.com

Federal Tax I.D.#: 47-4415624 Amount of Funding requested: See Attached

List Board of Directors.

President: Tyrone Philpart
Vice President: Theodore Riley
Treasurer: Belita Griffin
Secretary: Courtneye Shannon
Director of Football Operations: Joseph Grooms
Director of Cheer Operations: Marilyn Strowbridge
Director: John Slattery
Director: Aasha Andrews

What is the primary purpose of the organization

DPR Youth Enrichment Association for Academic & Athletics, Incorporated is a registered not-for-profit Corporation in the State of Florida. The programs and activities provided by DPR Youth Enrichment Association for Academic & Athletics, Incorporated are designed to build self-esteem, confidence, social harmony, independent thinking, and self-discipline while improving overall health. The Association sponsors youth football, cheerleading, and academic support programs for youth from ages 4 to 14

Give a detailed description of the services and /or goods to be requested with the Grant Funds.

The Youth Football program, educational activities, and special events will be offered each

year which includes football games, football tournaments, cheer competitions, athletic skill develop clinics, educational support programs, leadership development, etc. The football and cheer programs are projected to serve a minimum of 400 youth participants each year.

Give a description of the needs in the community, which would be served by the above described services/goods.

The Association sponsors youth football, cheer leading, and academic support programs for youth from ages 4 to 14. The major programming will revolve around the sports youth football games, football tournaments, cheer and cheer competitions. In addition, the Association will provide athletic skill develop clinics, educational support programs, leadership development, etc. The Association's inventory of youth activities, and special events are designed to build self-esteem, confidence, social harmony, independent thinking, self-discipline, and community pride, while improving overall health

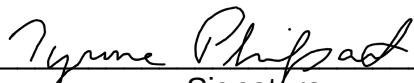
Provide an itemized budget (Exhibit 1- Budget Sheet)

Please see FY 2021 Budget document attached

I certify that the statements and documents submitted herein are true and the funds requested adhere to the Community Participation grant guidelines.

Tyrone Philpart

Print Name/Title


Signature

3-22-2021

Date



DPR YOUTH ENRICHMENT ASSOCIATION FOR
ACADEMICS & ATHLETICS, INC

FY 2021 Budget Proposal

Presented to the City of Deerfield Beach, Florida

DPR YOUTH ENRICHMENT ASSOCIATION FOR ACADEMICS & ATHLETICS, INC

Florida Not for Profit Corporation

Document Number

N15000006332

FEI/EIN Number

47-4415624

Date Filed

06/25/2015

Effective Date

06/24/2015

PROGRAM NARRATIVE

DPR Youth Enrichment Association for Academic & Athletics, Incorporated (DPR) is registered Not-For-Profit Corporation in the State of Florida. The programs and activities provided by DPR are designed to build self-esteem, confidence, social harmony, independent thinking, and self-discipline while improving overall health. DPR sponsors youth football, cheerleading, and academic support programs for youth ages 5 to 14. The "Deerfield Packer Rattler" youth program, educational activities, and special events include football, cheer, athletic skills develop clinics, educational support programs, leadership development, and mentoring. The football and cheer programs are projected to serve a minimum of 400 youth participants each year.

Administration and Planning: Board of Directors for DPR Youth Enrichment Association for Academic & Athletics, Incorporated (The Board) directs and supervises all programs and activities for the organization. The Board is responsible to oversee the planning, development, and maintenance of all programs. The Board is also responsible for planning and conducting a wide variety of programming, educational activities, and special events which enhance the quality of life for the youth in the city of Deerfield Beach.

Goals and Objectives:**Goal 1: *Develop and Offer An Innovative Youth Football and Cheer Program.***

Provide innovative youth programming in the following areas: football games, football tournaments, cheer competitions, athletic skill develop clinics, and educational support programs to meet the diverse needs of our community.

Goal 2: *Foster Growth and Development of Deerfield Beach Youth.*

Create mentor/mentee relationships with youth, using football and cheer to promote the values of teamwork, leadership, community, and education.

Goal 3: *Solicit Feedback From Parents, Volunteers, and Staff.*

Create mentor/mentee relationships with youth, using football and cheer to promote the values of teamwork, community, and education.

Key Performance Indicators:

1. Annual retention rates.
2. Student academic improvement.
3. Participant surveys and family engagement initiatives.

FY 2021 Budget Outline

DPR Youth Enrichment Association's Operations Budget Request for 2021. The requested funds will cover all expenses and serve to stabilize football and cheer programming in the city of Deerfield Beach.

Vice President & Fields	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
League Dues & Insurance	\$3,500.00			
Board Polo Shirts	\$320.00			
End of Year Banquet	\$4,000.00			
Total VP & Fields	\$7,820.00	\$0.00	\$0.00	\$0.00
Secretary	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Office Supplies	\$250.00			
Team Travel to Away Games	\$5,000.00			
Security/Details	\$8,000.00			
Referees	\$10,000.00			
Total Secretary	\$23,250.00	\$0.00	\$0.00	\$0.00
Treasurer / Recorder Keeper	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Annual Report Filing Fee	\$70.00			
Post Office Box	\$154.00			
Postage	\$50.00			
Filing Fees	\$500.00			
Tax Prep	\$500.00			
Miscellaneous				
Total Treasurer	\$1,274.00	\$0.00	\$0.00	\$0.00
Cheer	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Coaches Certifications (League Required)	\$630.00			
Background Checks	\$2,520.00			
Coaches Shirts	\$480.00			
Cheerleading Competitions & Travel	\$6,000.00			
Cheer Uniforms				
Uniforms-Comp Teams	\$9,000.00			
Spirit Packs	\$5,000.00			
Total Cheer	\$23,630.00	\$0.00	\$0.00	\$0.00
Football	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Coaches Shirts	\$960.00			
Facility Fee				
Equipment				
Coaches Clinic				
Level II Background Checks	\$2,100.00			
Spirit Packs	\$5,000.00			
Coaching Certifications (League Required)	\$1,120.00			
Football Equipment/Uniforms				
Game Jerseys & Pants	\$13,000.00			
Practice Jerseys & Pants & Sets	\$12,000.00			
Shoulder Pads	\$10,400.00			
Helmets	\$24,800.00			
Essentials (Balls, Coolers, First Aid Kits, etc.)	\$3,750.00			
Helmet Reconditioning	\$7,000.00			
Storage Facility				
Total Football	\$80,130.00	\$0.00	\$0.00	\$0.00
Registration	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Football & Cheer Registration			\$1,500.00	
Total Registration	\$0.00	\$0.00	\$1,500.00	\$0.00
Fundraising	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Sponsorships			\$10,000.00	
Advertising and Promotion				
Website				
Concessions				
Concessions	\$8,500.00		\$21,250.00	
Apparel				
Apparel - Program T-Shirt Sales	\$1,500.00		\$3,000.00	
Total Fundraising	\$10,000.00	\$0.00	\$34,250.00	\$0.00
Total Budget	\$146,104.00	\$0.00	\$35,750.00	\$0.00
Total P & L Per Budget + (-)				-\$110,354.00
Total P & L Actual + (-)				\$0.00

Equipment Purchase w/ Project Costs per Item



SKU 203990
4 Reviews

VENGEANCE A3
FB Youth Helmets

\$103.99

Select Color:

Select Size:

Size Chart

XXS

XS

S

M

L

XL



SKU 801058
1 Review

Y-FLEX 4.0 SHOULDER PAD
FB Youth Shoulder Pads

\$52.00

Select Size:

Size Chart

3XS

XXS

XS

S

M

L

XL

2XL

Quantity

1

+

ADD TO CART

GK Football

SUBLIMATED FOOTBALL UNIFORM MOCK UP



Football Sublimated Full Uniform (Jersey+Pants)

\$79.99 (10-25)
\$74.99 (26-50)
\$69.99 (51-100)
\$64.99 (101-250)
\$59.99 (251+)



Full Cheerleading Set (Sublimated)

\$44.99/set (10-50)
\$41.99/set (51-100)
\$37.99/set (101-250)
\$33.99/set (251+)



Your All-Inclusive Price

~~\$27.43~~ **\$7.30 each (450 Items)**

~~\$12,343.50~~ **\$3,284.00 total after 73% Volume Discount**

Guaranteed by **Wednesday, May. 8th** with **FREE 2-Week Delivery!**



Printing: 3 color front

Gildan Softstyle Jersey T-shirt
Color: Graphite Heather

\$7.30 Each YS 50, YM 50, YL 50, YXL 50, S 50, M 50, L 50, XL 50 @ \$7.02
Change 2XL 50 @ \$9.57

Buy Now Save & Continue Designing



Your All-Inclusive Price

~~\$48.22~~ **\$30.16 each (90 Items)**

~~\$4,339.80~~ **\$2,714.40 total after 37% Volume Discount**

Guaranteed by **Wednesday, May. 8th** with **FREE 2-Week Delivery!**



Printing: 3 color front

Sport-Tek Colorblock Performance Polo
Color: Iron Grey / Forest Green

\$30.16 Each
Qty 90 Change

S 15, M 15, L 15, XL 15 @ \$29.16
2XL 15 @ \$31.66
3XL 15 @ \$37.66

Buy Now Save & Continue Designing



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-560

Agenda Date: 4/6/2021

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2021-053: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY OF DEERFIELD BEACH LAND USE PLAN MAP DESIGNATION ON FOUR PARCELS TOTALING APPROXIMATELY 5.7 ACRES LOCATED AT 201, 221, 231 & 299 N. FEDERAL HIGHWAY FROM COMMERCIAL (5.1 ACRES) AND RESIDENTIAL MODERATE (.6 ACRES) TO RESIDENTIAL IRREGULAR (48.6 DWELLING UNITS/ACRE); PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN ACCORDINGLY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. *(First Reading - November 10, 2020)*

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On October 1, 2020, the Planning and Zoning Board recommended approval of the application with the recommended conditions below.

On November 10, 2020 the City Commission approved the Ordinance on First Reading and transmittal of LUPA #64A to Broward County.

On March 9, 2021 the Broward County Board of County Commissioners unanimously voted to approve the adoption of the land use plan amendment application.

This item is now being brought forward to the City Commission for adoption.

Current Activity

Proposal

The applicant, CRD Federal LLC, is seeking approval for a small scale Land Use Plan Amendment (LUPA) to change the City of Deerfield Beach Future Land Use designation on four (4) parcels totaling 5.7 gross acres from Commercial (5.1 acres) and Residential Moderate - 10 du/ac (.6 acres) to Residential Irregular – 48.6 du/ac.

The subject properties are currently utilized as office (“Eller Building”) with some vacant parcels. The LUPA application identifies the intent of developing the site with up to 277 mid-rise (5-story) multi-family dwelling units.

Separate applications for rezoning and site plan approval will be required, in addition to this Land Use Plan amendment application, which will provide further details with respect to the design, layout and density of the proposed development parcel.

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

Recommendation

Should the City Commission decide to adopt LUPA #64A, it is recommended that the following conditions be included in the approval (these conditions are exactly the same as the conditions considered by the City Commission on first reading):

1. Prior to issuance of the first residential building permit, the applicant shall pay the City five hundred dollars (\$500) per dwelling unit for the maximum allowable 277 dwelling units on the property per the Residential Irregular (48.6) land use designation in the total amount of \$138,500.00 to be used by the City towards the City's affordable housing program.
2. Prior to or along with the initial submittal of the Development Agreement as required under Section 98-68. PDD, planned development district of the Land Development Code, the applicant will fully detail the improvements along NE 2nd Street (NE Eller Street), between Federal Highway and NE 6th Avenue. Public benefits are required to be demonstrated as part of the rezoning application.
3. Prior to or along with the initial submittal of the rezoning and site plan applications, the City must receive documentation from Florida Power & Light (FP&L) that acknowledges the applicant's request to underground powerlines along western property line. If the applicant is unable to reach an agreement with FP&L, the applicant recognizes that they must maintain a sufficient landscape buffer and building setback along the western property line that does not impact the above ground utilities.
4. A restrictive covenant, approved by the City Attorney, prohibiting the use of the subject property as a residential treatment center shall be legally recorded on all affected parcels and submitted to the City. This is an additional condition made by Planning and Zoning Board, in addition to Conditions 1 – 3 recommended by staff. Should the City Commission decide to include this condition of approval, staff recommends requiring recordation of the restrictive covenant in the public records of Broward County prior to issuance of the first residential building permit for the project.

Recommendation

Consideration.

ORDINANCE NO. 2021/

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

WHEREAS, the City of Deerfield Beach received Small Scale Land Use Plan Amendment Application #64A (the “LUPA Application”) from CRD Federal, LLC (the “Applicant”) to amend the City’s Future Land Use Plan map designation of +-5.7 gross acres from Commercial (5.1 Acres) and Residential Moderate (.6 Acres), to Residential Irregular (48.6 Dwelling Units/Acre) for the four parcels located at 201, 221, 231 & 299 N. Federal Highway, Deerfield Beach, and more particularly described in the file (collectively, the “Property”); and

WHEREAS, on October 1, 2020, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, held a duly noticed public hearing to review the LUPA Application for the Property, and voted to recommend approval of the LUPA Application with three staff recommended conditions and an additional condition proffered by the Applicant; and

WHEREAS, pursuant to Florida Statutes, City staff has conducted the necessary planning review required for amendments to the Land Use Plan and the City Commission has conducted the required duly advertised public hearing; and

WHEREAS, the City Commission, after review of the recommendations of the Director of Planning and Development Services, the Local Planning Agency, comments made at a public hearing, and careful consideration of the issues, finds that there is sufficient data, analysis and support for the LUPA Application and finds that the proposed Land Use Plan Amendment is consistent with the goals, objectives and policies of the Future Land Use Element and the Comprehensive Plan and is compatible with surrounding development.

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

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

Section 2. The City of Deerfield Beach hereby approves the LUPA Application for the Property and hereby amends the Future Land Use Map designation of +-5.7 gross acres from 5.1 gross acres of Commercial and .6 acres of Residential Moderate (10 du/acre) to Residential Irregular (48.6 du/acre) (the “LUPA Amendment”), subject to compliance with all of the following conditions, which shall be satisfied by the Applicant:

A. Prior to issuance of the first residential building permit, the Applicant shall pay the City five hundred dollars (\$500) per dwelling unit for the maximum allowable 277 dwelling units on the property per the Residential Irregular (48.6) land use designation in the total amount of \$138,500.00 to be used by the City towards the City's affordable housing program.

B. Prior to or along with the initial submittal of the Development Agreement as required under Section 98-68. PDD, planned development district of the Land Development Code, the Applicant will fully detail the improvements along NE 2nd Street (NE Eller Street), between Federal Highway and NE 6th Avenue. Public benefits are required to be demonstrated as part of the rezoning application in accordance with the City Code.

C. Prior to or along with the initial submittal of the rezoning and site plan applications, the City must receive documentation from Florida Power & Light (FP&L) that acknowledges the Applicant's request to underground powerlines along western property line. If the Applicant is unable to reach an agreement with FP&L, the Applicant must maintain a sufficient landscape buffer and building setback along the western property line that does not impact the above ground utilities.

D. Prior to issuance of the first residential building permit for the project, Applicant shall record a restrictive covenant in the public records of Broward County, in a form approved by the City Attorney, prohibiting the use of the Property as a residential treatment center and such recorded covenant shall be submitted to the City.

Section 3. The LUPA Amendment shall be effective upon certification by the Broward County Planning Council, at which time the Future Land Use Plan of the City of Deerfield Beach shall be revised accordingly, or as otherwise provided by law.

Section 4. All sections or parts of the City Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 5. If any word, phrase, clause, sentence, or section of this Ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

Section 6. This Ordinance shall take effective immediately upon adoption on Second Reading.

PASSED AND ADOPTED ON FIRST READING THIS ____ DAY OF _____, 2020.

PASSED AND ADOPTED ON SECOND READING THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



PUBLIC HEARING NOTICE

March 26, 2021

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. 2021-053: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY OF DEERFIELD BEACH LAND USE PLAN MAP DESIGNATION FOR FOUR PARCELS TOTALING APPROXIMATELY 5.7 ACRES LOCATED AT 201, 221, 231 & 299 N. FEDERAL HIGHWAY FROM COMMERCIAL (5.1 ACRES) AND RESIDENTIAL MODERATE (.6 ACRES) TO RESIDENTIAL IRREGULAR (48.6 DWELLING UNITS/ACRE); PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN ACCORDINGLY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

A public hearing will be held on **TUESDAY, APRIL 6, 2021 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



Development Review Committee Summary Report Development Plan Application Review

General Information

Application No.	LUPA #64A
Applicant:	CRD FEDERAL LLC
Agent:	Dennis Mele, Esq. of Greenspoon Marder, LLP
Requested Action/Description:	Small Scale Land Use Plan Amendment to change the City of Deerfield Beach Future Land Use designation on four (4) parcels totaling 5.7 gross acres from Commercial (5.1 acres) and Residential Moderate - 10 du/ac (.6 acres) to Residential Irregular – 48.6 du/ac.
Location:	201, 221, 231, 299 N. Federal Hwy
Legal Description:	LOTS 8 AND 9, BLOCK 3, OF "DEERFIELD BEACH ESTATES SECTION A", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 39, PAGE 14, AND A PORTION OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA
Size:	5.7 gross acres
Existing Zoning:	RM-10 (Residence, Multifamily) and B-2 (Highway Business)
Existing Land Use:	Office and vacant land
Future Land Use Plan Designation:	Residential Moderate (10 du/ac) and Commercial
Surrounding Land Use and Zoning:	

North: Existing Land Use
Restaurant

Zoning
B-2 (Highway Business)

East:	Office, Commercial, and Multifamily	B-2 (Highway Business)
South:	Office, Commercial, Duplex, Single-Family Residence	B-2 (Highway Business) and RM-10 (Residence, Multifamily)
West:	Single-Family and Duplex Units	RM-10 (Residence, Multifamily)

Applicable Regulations: City of Deerfield Beach Comprehensive Plan

Plat Restrictions: N/A

Department Comments & Requirements

REQUEST:

The applicant, CRD Federal LLC, is seeking approval for a small scale Land Use Plan Amendment (LUPA) to change the City of Deerfield Beach Future Land Use designation on four (4) parcels totaling 5.7 gross acres from Commercial (5.1 acres) and Residential Moderate - 10 du/ac (.6 acres) to Residential Irregular – 48.6 du/ac.

BACKGROUND:

The request is to amend the City's Future Land Use Map to change the designation of 5.7 gross acres of land west of Federal Highway between NE 2nd St (NE Eller St) and NE 4th St. The parcels are zoned RM-10 (Residence Multifamily) and B-2 (Highway Business) and located within the Coastal Community Special Architectural District.

The subject properties are currently utilized as office ("Eller Building") with some vacant parcels. The LUPA application identifies the intent of redeveloping the site with up to 277 mid-rise (5-story) multi-family dwelling units. A conceptual site plan is included with the application for information purposes, although submittal of a site plan application and staff review comments are not required at this stage.

As part of the requirements of the LUPA, the applicant is required to submit a traffic analysis for the change in land use, which is attached as Applicant Exhibit J. Additional traffic impact studies will be required as part of the rezoning and site plan. Additionally, the applicant has submitted an affordable housing analysis as Exhibit N of the application.

Separate applications for rezoning and site plan approval will be required, in addition to this Land Use Plan Amendment application, which will provide further details with respect to the design, layout and density of the proposed development parcel. Formal comment and review of the rezoning and site plan will be required upon submittal of the applications.

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

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

The application has been reviewed by the Development Review Committee (Planning & Zoning, Environmental Services, Sustainable Management, Fire Rescue, Traffic).

There is one outstanding comment (Planning & Zoning 'Conceptual Site Plan' Comment # 21) related to the rear building setbacks and FPL powerlines. The applicant will be required to address the comment as provided in the recommended Condition of Approval (Number 3) below.

All other staff comments have been addressed and subject to the outstanding comment regarding the FPL powerlines, the application is considered to be in compliance with the Comprehensive Plan. Staff comments are attached to this report.

On October 1, 2020, the Planning and Zoning Board recommended approval of the application with the following conditions:

1. Prior to issuance of the first residential building permit, the applicant shall pay the City five hundred dollars (\$500) per dwelling unit for the maximum allowable 277 dwelling units on the property per the Residential Irregular (48.6) land use designation in the total amount of \$138,500.00 to be used by the City towards the City's affordable housing program.
2. Prior to or along with the initial submittal of the Development Agreement as required under *Section 98-68. PDD, planned development district* of the Land Development Code, the applicant will fully detail the improvements along NE 2nd Street (NE Eller Street), between Federal Highway and NE 6th Avenue. Public benefits are required to be demonstrated as part of the rezoning application.
3. Prior to or along with the initial submittal of the rezoning and site plan applications, the City must receive documentation from FP&L that acknowledges the applicant's request to underground powerlines along western property line. If the applicant is unable to reach an agreement with FP&L, the applicant recognizes that they must maintain a sufficient landscape buffer and building setback along the western property line that does not impact the above ground utilities.
4. A restrictive covenant, approved by the City Attorney, prohibiting the use of the subject property as a residential treatment center shall be legally recorded on all affected parcels and submitted to the City. This is an additional condition in addition to Conditions 1 – 3 recommended by staff. Should the City Commission decide to include this condition of approval, staff recommends requiring recordation of the restrictive covenant in the public records of Broward County prior to issuance of the first residential building permit for the project.

STAFF SUMMARY:

Staff's review of application LUPA #64A has found that the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan.

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

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	CRD Federal LUPA	Application No.:	64A
Reviewer Name:	Tina Jou	Project Address:	201, 221, 231, 299 N. Federal Hwy.
Department/Division:	Planning & Zoning		
Position:	Principal Planner		
Date of Review:	9/9/2020		
Submittal No.:	5		

A. APPLICATION / GENERAL COMMENTS:

1.	Submit traffic methodology for review and approval by City staff.
1.a.	Comment addressed.
2.	Coordinate responses to ensure complete application package is resubmitted. Individual appendices will not be accepted. Include a comment response letter with the resubmittal, CD of all application documents and make an appointment with staff to resubmit.
2.a.	Comment acknowledged.
3.	The Project coordinator shall be the primary point of contact between the applicant and the City during the DRC process. The applicant shall not contact a City consultant without first contacting the project coordinator. Furthermore, the applicant must notify or copy via email any conversation or contact the applicant has with a separate division or department of the City.
3.a.	Comment acknowledged.
4.	Per Sec. 98-35, all applications proceeding to City Commission shall comply with requirements for public notice, including submittal of all required fees, documents, and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist is attached and can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist .
4.a.	Comment acknowledged.
5.	Cost recovery fees – pursuant to Chapter 98, Article VII of the Land Development Code, cost recovery fees will be payable by the Applicant for review of the proposed. A cost recovery account will need to be established with the City, with payment required prior to being scheduled for the first public hearing. This fee is payable to the City of Deerfield Beach. Should the City's consult fees exceed the deposit amount, additional fees may be payable by the Applicant. The amount of cost recovery fees required are:

Development Plan Application Comments

	• Legal Review = \$7,500.00 • Traffic Review (LUPA and Site Plan) = \$5,000.00
5.a.	Comment partially addressed. Submit payment for Traffic Review of LUPA and Site Plan (\$5,000.00).
5b.	Comment addressed.

B.

SURVEY:	
1.	Exhibit A Survey of Subject Property is illegible. Submit a clear survey complying with Code requirements below.
1.a.	Comment pending. Survey provided on Exhibit A is illegible. Submit larger page size of Exhibit A to be included within LUPA application. Hatch property area.
1.b.	Comment addressed.
2.	Per Section 98-13(8)(b)(1) Provide a certified boundary survey, in conformance with Chapter 61G17, Florida Administrative Code, no more than one year old from the submittal date and extending to the center line of all adjacent streets, which specifies gross and net acreage or square footage. Total gross and net area of all properties shall be provided for each property separately and combined. Ensure total area provided on survey is consistent area provided throughout the report.
2.a.	Comment addressed. Demonstrated on survey.
3.	Per Section 98-13(8)(b)(2) Show existing natural features, including trees and other vegetation and soils (unless provided as a separate page), etc.
3.a.	Comment addressed. Demonstrated on survey.
4.	Per Section 98-13(8)(b)(3) Show existing buildings or other structures.
4.a.	Comment addressed. Demonstrated on survey.
5.	Per Section 98-13(8)(b)(4) Provide existing recorded easements, NVAL lines, utilities and rights-of-ways. Any overhead lines must be noted.
5.a.	Comment addressed.
6.	Per Section 98-13(8)(b)(5) Provide a title policy, title commitment, title search/exam, opinion of title or property information report current to within one year, identifying any encroachment, encumbrance, violation, or variance, as well as the date, policy number, issuers name, address and the disposition of all schedule B-II encumbrances.
6.a.	Comment addressed. Demonstrated on survey.
7.	Per Section 98-13(8)(b)(6) Provide a full legal description of the property.
7.a.	Comment pending. Provide legal description in word format.
7.b.	Comment addressed.

C.

CONCEPTUAL SITE PLAN:	
1.	Submit larger page size of Exhibit L Conceptual Site Plan as it is difficult to read in 8.5x11 page format. There appears to be too much detail for a Master Conceptual Plan, i.e. parking, unit details. Submit a basic conceptual plan demonstrating overall site layout.
1.a.	Comment pending. Label general use areas within boxes on conceptual plan (i.e. garage, residential units/amount of units, ingress/egress, office, etc.).
1.b.	Comment addressed.
NEW COMMENTS 5/8/2020	
19.	The revised conceptual plan demonstrates the northeast corner of the parcel on

Development Plan Application Comments

	Eller Street and NE 9 th Avenue (201 N Federal Hwy) as a “main entry”. The traffic analysis and the conceptual plan provided as exhibit to the analysis has not been updated with the revised plan and does not reflect the “main entry” demonstrated on the revision. Remove “main entry” from the conceptual plan to guest or other secondary access.
19.a.	Comment partially addressed. Electronic submittal of conceptual plan is required but was not submitted as a separate file on the CD. Conceptual plan demonstrates the area as a “parking court”, which does not adequately demonstrate the design intent of the northeast corner portion of lot on Eller St. and NE 9 th Avenue as discussed in previous meetings with the applicant and staff.
19.b.	Comment addressed.
20.	The City has reservations about the use as shown on the conceptual plan as being the most appropriate use for the area on the northeast corner of the parcel on Eller Street and NE 9 th Avenue (201 N Federal Hwy). The City believes the best uses for this parcel are integral to the success of this project and will provide further analysis during the rezoning and site plan process.
20.a.	Comment acknowledged.
21.	Conceptual plan must correctly demonstrate the setback of the proposed balconies to the rear property line. Additionally, the Applicant’s proposed density is of such a nature that in review of the proposed conceptual plan, the rear setback to existing single family residential will require additional analysis in the rezoning and site plan process. The applicant is advised to reduce the density so that a greater setback can be demonstrated on the plans or address this issue in the rezoning and site plan process so adequate buffer and sufficient setbacks can be provided between these uses.
21.a.	Comment not addressed. The applicant has proposed multi-layer landscaping as a buffer to the west property line, adjacent to single family homes. The applicant has also acknowledge the existing utility lines and has not proposed undergrounding at this time. Based on FPL right tree, right place guidelines, the minimum setback for large palms to a utility line is 20 feet plus the palm frond length, the minimum setback for medium trees (14-40 foot tall) is 30 feet and the minimum setback for large trees (50 feet and taller) is 50 feet. Based on the proposed 13-20 foot setbacks for the west property line, it would not be possible for the applicant to install anything that is taller than 13 feet. The City strongly believes that providing appropriate screening to the west line is an essential element to approval of this project and therefore maintains the current comment to reduce the density so that a greater setback can be demonstrated so that an adequate buffer and sufficient setbacks can be provided between the uses.
21.b.	Comment not addressed. Staff will include the following recommended condition of approval: Prior to or along with the initial submittal of the rezoning and site plan applications, the City must receive documentation from FPL that acknowledges the applicant’s request to underground powerlines along western property line. If the applicant is unable to reach an agreement with FPL, the applicant recognizes that they must maintain a sufficient landscape buffer and building setback along the western property line that does not impact the above ground utilities.

D. ADDITIONAL COMMENTS (REPORT):

1.	Section 2.C. Application Information: Provide full contact details for OER Properties
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Development Plan Application Comments

	Company (property owner). Contact name, phone and email are not provided.
1.a.	Comment addressed.
2.	Section 2.C. Applicant and Property Owner Information and Exhibit A references include the mailing address of the property owners only and do not reflect the physical site address of the parcels. Provide physical site address of parcels within the LUPA request and exhibit.
2.a.	Comment pending. Exhibit B Location Map calls out property owner/address incorrectly. Boxes with property reference must be switched.
2.b.	Comment addressed.
3.	Section 2.D. Application Information: Correct first sentence and other sections within report that reference Future Land Use of the property. While most of the subject parcels are designated Commercial per the City Land Use Map, the northern portion of 201 S Federal Hwy is designated Residential Moderate (10 DU/AC). Ensure County Land Use designation is correct as well. Gross acreage will need to be delineated for each designation.
3.b.	Comment addressed.
4.	Section 2.D. Application Information: The statement concerning mass transit does not reflect the mass transit analysis provided in the mass transit section of the report.
4.a.	Comment pending. The statement must further elaborate how mass transit would connect residents to these areas and location of the recreation, shopping and employment centers.
4.b.	Comment addressed.
5.	Section 2.D. Provide further information in the introduction and expand on the justification as to the need to change the existing future land use to Irregular (48.1) Residential.
5.a.	Comment addressed.
6.	Section 4. Existing and proposed uses and Exhibit D shall be revised to reflect corrected land use designations and geographic boundaries for all parcels.
6.a.	Comment pending. Exhibit D Proposed Land Use Designation conflicts with proposed density proposed in report. Exhibit states "Irregular (47.6) Residential" while report states "Irregular (48.6) Residential". Correct Exhibit to be consistent.
6.b.	Comment addressed.
7.	Section 4.E. Revise response to include both land use designations and height, square feet, and lot coverage.
7.a.	Comment pending. Verify that the total area of the portion of the property that has a commercial FLU calculation is based on net area.
7.b.	Comment addressed.
8.	Section 5.A. Potable Water Analysis: Provide correspondence from the City of Deerfield Beach Environmental Services Department showing that the analysis submitted in the application is accurate.
8.a.	Comment pending. Provide signed letter verifying above comment.
8.b.	Comment addressed.
9.	Section 5.B. Sanitary Sewer Analysis: Provide correspondence from the City of Deerfield Beach Environmental Services Department showing that the analysis submitted in the application is accurate.
9.a.	Comment pending. Provide signed letter verifying above comment.
9.b.	Comment addressed.
10.	Section 5.C. Solid Waste Analysis: Provide correspondence from the City of Deerfield Beach Sustainable Management Department and any other solid waste

Development Plan Application Comments

	providers for this property showing that the analysis submitted in the application is accurate.
10.a.	Comment pending. Provide signed letter verifying above comment.
10.b.	Comment partially addressed. Insert letter obtained from Sustainable Management Department as LUPA Exhibit.
10.c.	Comment addressed.
11.	Section 5.D. Drainage Analysis: Provide correspondence from the City of Deerfield Beach Environmental Services Department showing that the analysis submitted in the application is accurate.
11.a.	Comment pending. Provide signed letter verifying above comment.
11.b.	Comment addressed.
12.	Section 5.G. Mass Transit Analysis: Provide correspondence from Broward County Transit showing that the analysis submitted in the application is accurate.
12.a.	Comment addressed.
13.	Section 5.F. Traffic Circulation Analysis: The data provided in this subsection will need to be substantiated by a methodology and traffic impact analysis submitted by the applicant. The net reduction in daily trips do not appear to be consistent with the proposed change from commercial to residential use.
13.a.	Comment addressed.
14.	Section 5.H. Public Education Analysis: Provide Public School Impact Application and proof of payment.
14.a.	Comment addressed.
15.	Section 7 Affordable Housing: Provide further analysis/justification on how the project relates to City and County Comprehensive Plan elements related to affordable housing.
15.a.	Comment Pending. Further discussion required with Planning staff regarding the submitted analysis and proposed County affordable housing amendments.
15.b.	Comment Pending. Affordable Housing Analysis was not included with Exhibit N. Insert analysis as Exhibit N upon resubmittal. Additionally, the City reserves the right to provide additional comments and conditions based on the County review of Affordable Housing and any changes to the County assessment of Affordable Housing methods for compliance may need to be addressed in this application prior to City Commission approval.
15.c.	Comment addressed.
16.	Section 8. Future Land Use Policy: Provide additional justification in the application as to why the proposed FLU designation is the most appropriate FLU for the subject property. Identify specific FLU goals, policies, or objectives, or other measures that have or will be utilized to ensure land use compatibility.
16.a.	Comment pending. Identify specific FLU goals, policies, and objectives to ensure land use compatibility.
16.b.	Comment addressed.
17.	Section 13. Provide additional FLU Goals, Policies, and Objectives and explanation/justification that are applicable to the proposed scope of work.
17.a.	Comment addressed.
18.	Provide full page 8.5x11 maps for the Exhibits containing existing and proposed land use maps.
18.a.	Comment pending. Exhibits A, C, D must be provided in 8.5 x11.
18.b.	Comment addressed.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Land Use Plan Amendment (CRD)	Application No.:	#64A
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Review Engineer		
Date of Review:	2020-03-17		
Submittal No.:			

A. APPLICATION / GENERAL COMMENTS:

1.	Replace language in section 5.A.2. of the application under "Wells" to read as follows: <i>"The City owns 14 wells in the East and West wellfields with a combined pumping capacity of 37.3 MGD. The City's raw water annual permitted allocation cannot exceed 5,165 MG from a combination of the Biscayne Aquifer (4,347 MG/year; 11.9 MGD), and the Upper Floridian Aquifer (1,460 MG/year; 4 MGD). The City's wellfield withdrawal rates are authorized in SFWMD WUP, No 06- 00082-W. The expiration date of the permit is March 14, 2019. Furthermore, the City has an agreement with the Broward County Water & Wastewater Service for receiving an additional 0.59 MGD of raw water from Biscayne Aquifer."</i>
1.a.	COMMENT ADDRESSED
2.	Identify the source for Water Generation Rate values used in Table provided under section 5.A.3 of the application.
2.a.	COMMENT ADDRESSED
3.	Identify the source for Sanitary Sewer Generation Rate values used in Table provided under section 5.B.3 of the application.
3.a.	COMMENT ADDRESSED
4.	On D.2, identify the Broward County 100 Year Flood Elevation corresponding to the site and indicate the site is located in the South Florida Water Management District.
4.a.	COMMENT ADDRESSED
5.	Letters contained in Appendices E and H are directed <u>to the City</u> requesting Potable Water and Drainage Service. The Application outline requires response correspondence <u>from the City</u> acknowledging service availability. Please, include relevant emails provided by the City in the Application appendices.
5.a.	COMMENT ADDRESSED

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Centrum Deerfield	Application No.:	
Reviewer Name:	Rajendran Shanmugam	Project Address:	Federal Highway (US 1) & NE 4th Street
Department/Division:	Consultant		
Position:			
Date of Review:	March 6,2020		
Submittal No.:	3		

A. FLU METHODOLOGY / GENERAL COMMENTS:

	The Centrum FLU methodology proposes potential traffic impact associated with the changes to Land Use from commercial to residential irregular. The following include follow-up comments to the previous set of comments as it relates to the revised methodology.
1.	Does the existing FLU include 6 residential units? If yes, do they exist? The proposed FLU amendment area is designated as commercial in City's land use map. Whereas, the proposed amendment states 0.6 acres of residential in addition to the 5.1 acre commercial. Although the 6 residential units (within the 0.6 acre) will not make a significant difference to the outcome, the information should be presented accurately. The Broward County Land Use Plan exhibit is included in the resubmittal that shows the 0.6 acres of Low-Medium (10) Residential within the commercial LU - Comment Closed.

B. TRIP GENERATION:

1.	Please Clarify how the 54% pass-by trips were calculated. Note, the recent Trip Generation handbook should be used. The pass-by trips rates were revised from 54% to 34%. In the appendix, Table E.1 - "Land Use Codes and Time periods with pass-By Data" is presented; the pass-by percentages appear to be added to the table. However, no explanation provided to describe how these rates came about. Please clarify how the 34% Pass-By were calculated. The ITE excerpt showing the provenance of the pass-by rates is included in the resubmittal - Comment closed
2.	On page 3 of the FLU methodology, Table 2, "Future Land Use Change in net New Daily Trips," the trip numbers shown on the fourth column are wrong. The difference in Residential irregular shows 1492 instead of 1508 trips. Please revise and update this entire column accordingly. Table 2 is revised in the resubmittal. Comment Closed

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	CRD FEDERAL	Application No.:	64A
Reviewer Name:	CAPTAIN Mike Hefferon		
Department / Division:	BSO FIRE PREVENTION		
Position:	CAPTAIN		
Date of Review:	03/03/20		
Submittal No.:	1		

A. APPLICATION / GENERAL COMMENTS:

1.	CHANGE OF LAND USE IS APPROVED AS SUBMITTED
----	---

Development Plan Application Comments

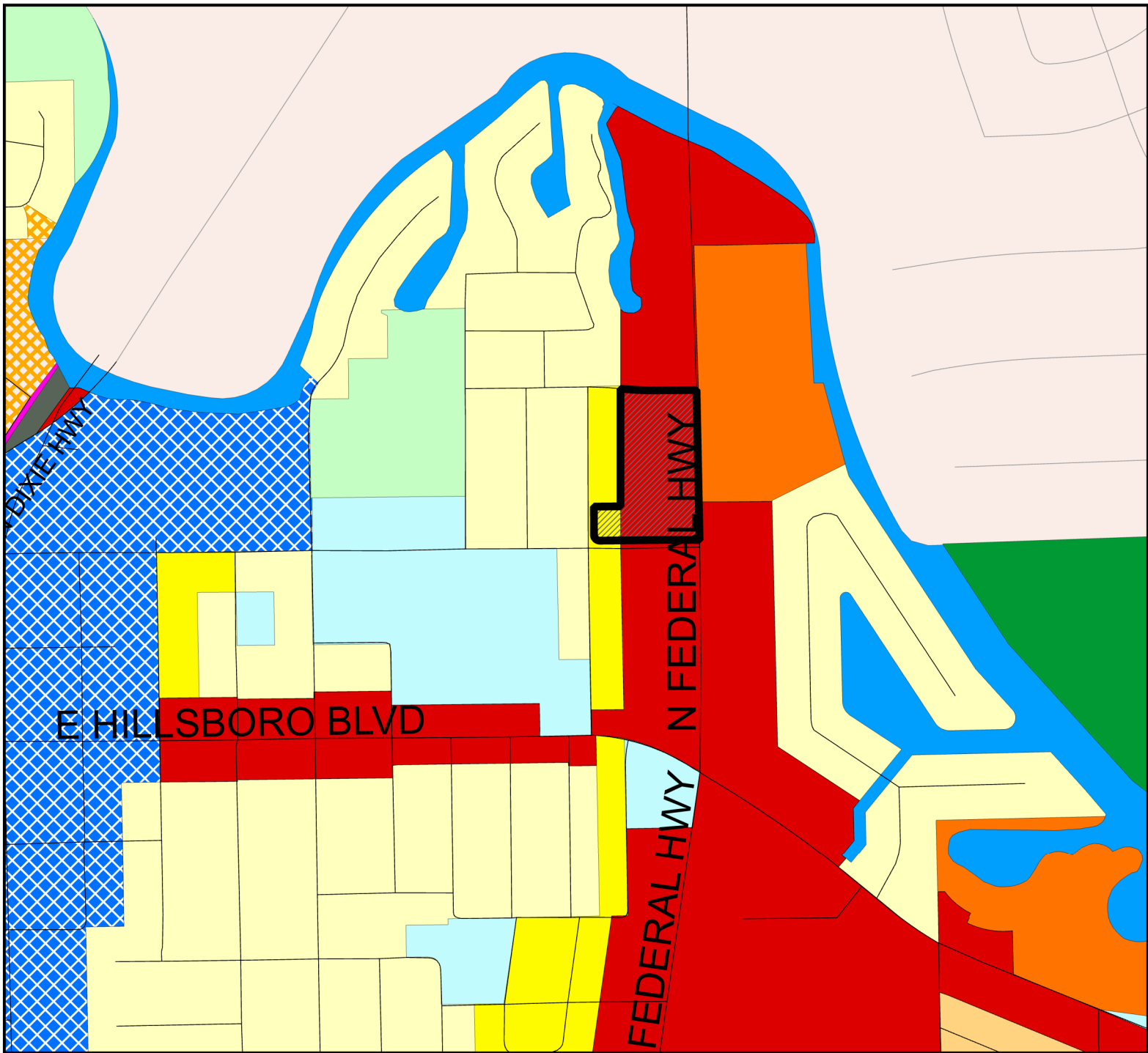


DEVELOPMENT REVIEW COMMITTEE

Project Name:	CRD Federal LLC by Greenspoon Marder LLP	Application No:	LUPA #64A (CRD)
Reviewer Name:	Cesar E. Osegueda		
Department / Division:	Sustainable Management		
Position:	Code Compliance Spec.		
Date of Review:	03-23-20		
Submittal No:	2		

A. RECYCLING & SOLID WASTE DIVISION:

1.	The above Site Plan Application, located at 201, 221, 231, 299 N. Federal Hwy. Deerfield Beach, FL 33441 has been reviewed by the Sustainable Management Dept. (Recycling and Solid Waste Management) and was found to be Acceptable as it relates to collection services and location of Recycling/Solid Waste Receptacles.



Future Land Use Categories

- | | |
|---------------------------|---------------------------------|
| Subject Property | Residential Moderate (10 DU/AC) |
| Commercial | Residential Medium (15 DU/AC) |
| Local Activity Center | Residential Medium (16 DU/AC) |
| Commercial 2 | Residential High (25 DU/AC) |
| Community Facility | Residential Irregular |
| Conservation | Recreation Commercial |
| Employment Center | Recreation Open Space |
| Historic Place | TOD |
| Industrial | Transportation |
| Office Park | Utility |
| Residential Low (5 DU/AC) | Water |



0 200 400 800 Feet

Existing Future Land Use Map 201, 221, 231, & 299 N. Federal HWY LUPA #64A

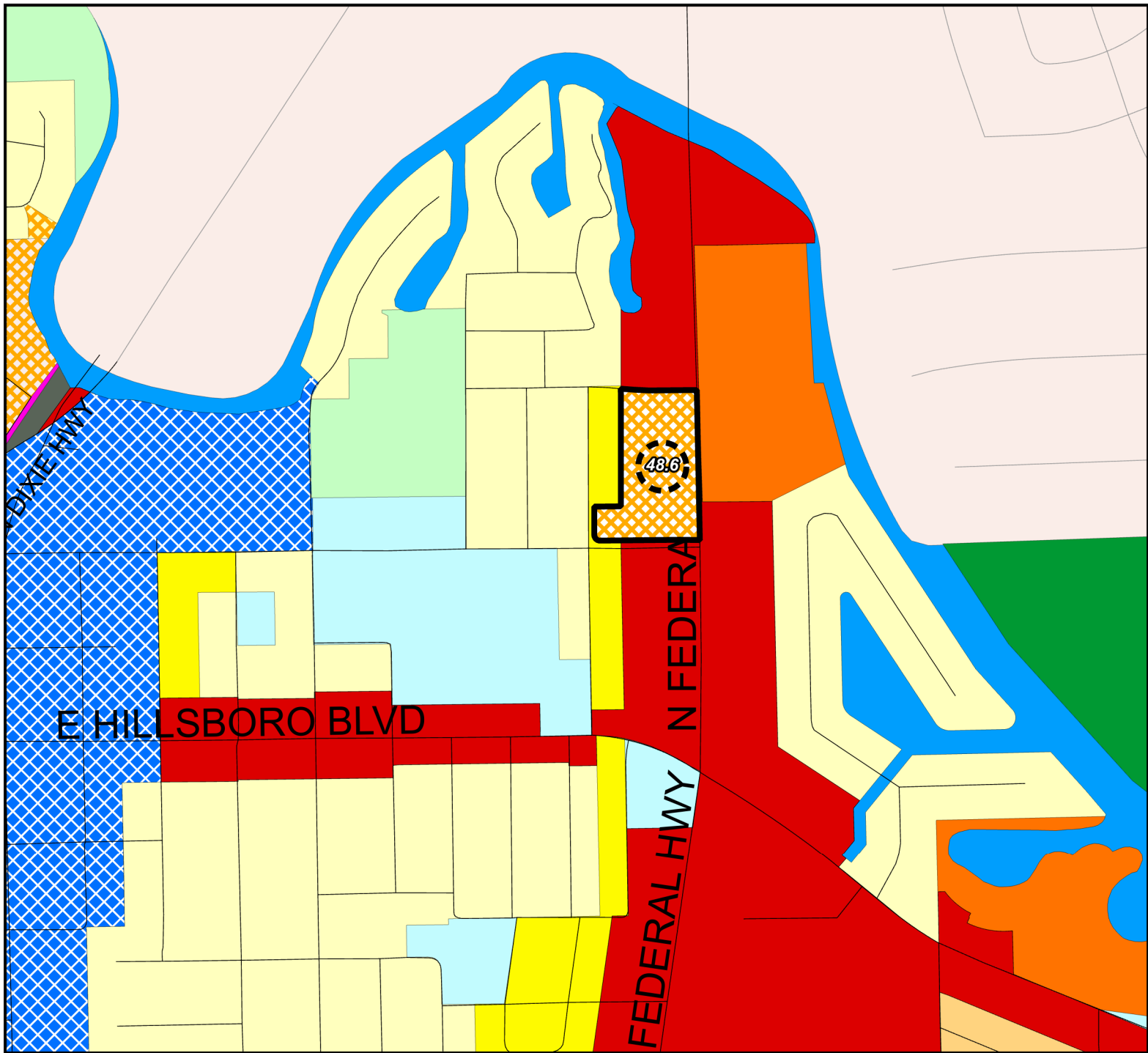


Created by the City of Deerfield Beach
Planning & Development Services
Published 9-16-2020

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Future Land Use Categories

- | | |
|---------------------------|---------------------------------|
| Subject Property | Residential Moderate (10 DU/AC) |
| Commercial | Residential Medium (15 DU/AC) |
| Local Activity Center | Residential Medium (16 DU/AC) |
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| Historic Place | TOD |
| Industrial | Transportation |
| Office Park | Utility |
| Residential Low (5 DU/AC) | Water |



0 200 400 800 Feet

Proposed Future Land Use Map 201, 221, 231, & 299 N. Federal HWY LUPA #64A



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Published 9-16-2020

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DISCLOSURE AFFIDAVIT

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

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

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

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

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

(Attach additional sheets as needed for each item.)

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

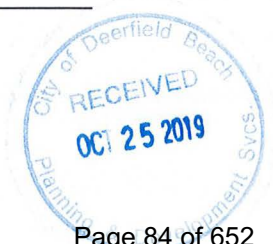
Todd Drasky 1/10/17 - \$ 500.⁰⁰

Bill Ganz 1/4/17 - \$ 500.⁰⁰

Michael Hudak - 1/28/19 - \$ 500.⁰⁰

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

None



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

None

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.
- C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Dennis D. Mele, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

D. D. Mele
Signature

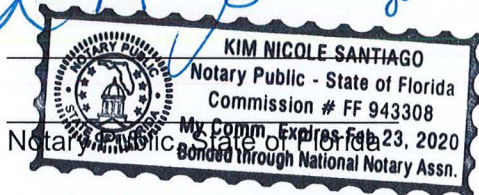
10/24/19
Date

Sworn to and subscribed before me this 24 day of October, 20 19.

By:

Kim Nicole Santiago

Produced as ID:





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Note

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Note



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

I, Michael Slaven, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

Date

10/22/2019

Sworn to and subscribed before me this 22nd day of October, 20 19.

By:

Bryanna M. Carroll
BRYANNA MCGREGOR CARROLL

Produced as ID: known to me

Notary Public, State of ~~Florida~~ ILLINOIS





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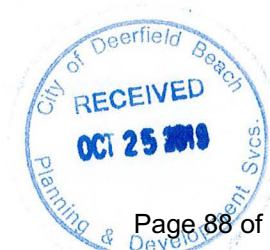
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- C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Jane Slaven, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

Date 10-22-19

Sworn to and subscribed before me this 22nd day of OCTOBER, 20 19.

By: [Signature]
BRYANNA MCGREGOR CARROLL

Produced as ID: known to me

Notary Public, State of ~~Florida~~
ILLINOIS



For Office Use Only

Date: _____

Application _____

Nos.: _____



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I, Peter Slaven, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Peter Slaven
Signature

Date

10-22-2019

Sworn to and subscribed before me this 22nd day of October, 20 19.

By:

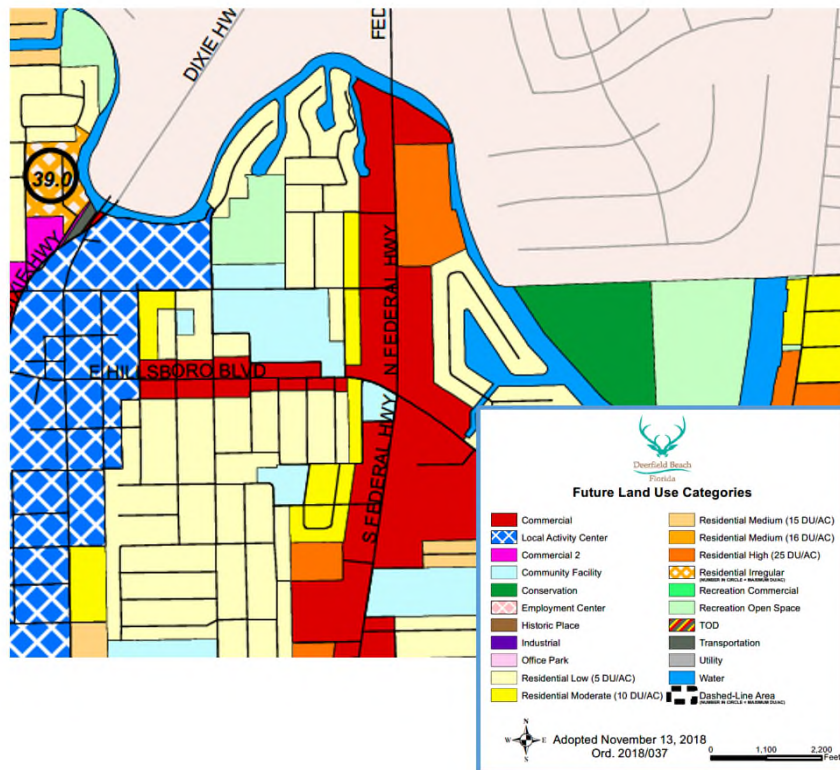
Bryanna M. Carroll
BRYANNA MCGREGOR CARROLL

Produced as ID: known to me

Notary Public, State of ~~Florida~~ Illinois



APPLICATION FOR AMENDMENT TO CITY OF DEERFIELD BEACH LAND USE PLAN



October 2019
Revised February 2020
April 2020
June 2020
September 2020

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EXHIBITS

Exhibit A	Survey of Subject Property
Exhibit B	Location Map
Exhibit C	Current Land Use Plan Designation
Exhibit D	Proposed Land Use Plan Designation
Exhibit E	Potable Water Service Letter
Exhibit F	Sanitary Sewer Service Letter
Exhibit G	Solid Waste Service Letter
Exhibit H	Drainage Service Letter
Exhibit I	Municipal Park Summary
Exhibit J	Traffic Analysis
Exhibit K	Mass Transit Service Letter
Exhibit L	Public School Impact Analysis
Exhibit M	State of Florida Review
Exhibit N	Affordable Housing Analysis
Exhibit O	Conceptual Site Plan

1. TRANSMITTAL INFORMATION

- A. Letter of transmittal from municipal mayor or manager documenting that the local government took action by motion, resolution or ordinance to transmit a proposed amendment to the Broward County Land Use Plan, including the date that the local governing body held the transmittal public hearing. Please attach a copy of the referenced motion, resolution or ordinance. The local government's action to transmit must include a recommendation of approval, denial or modification regarding the proposed amendment to the Broward County Land Use Plan.**

To be provided.

- B. Name, title, address, telephone number and e-mail address of the local government contact person.**

Eric M. Power
City of Deerfield Beach
150 Northeast Second Avenue
Deerfield Beach, FL 33441
Telephone: (954) 480-4211
E-mail: epower@deerfield-beach.com

- C. Summary minutes from both the local planning agency and the local government public hearings of the transmittal of the Broward County Land Use Plan Amendment.**

To be provided.

- D. Description of public notification procedures followed for the amendment by the local government, including notices to surrounding property owners, advertisements in local publications, signage at proposed site, etc.**

According to the City of Deerfield Beach Code of Ordinances, notice of the public hearings for a land use plan amendment is provided in a local newspaper. In addition, a sign including the public hearing notice, will be placed on the Subject Property and individual notice will be mailed to surrounding property owners within 300 feet of the subject property.

- E. Whether the amendment is one of the following:**

- *Development of Regional Impact**
- *Small-scale development (per Chapter 163.3187 Florida Statutes)**
- *Emergency (please describe on separate page)**

The amendment qualifies as a small-scale development.

2. APPLICANT INFORMATION**A. Name, title, address, telephone number and e-mail address of the applicant.**

CRD Federal LLC
225 West Hubbard Street, 4th Floor
Chicago, IL 60654-4916
Contact: Michael Slaven
Telephone: (312) 832-2500
E-mail: mslaven@centrumpartners.net

B. Name, title, address, telephone number and e-mail address of the agent.

Greenspoon Marder LLP
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301
Contact: Dennis D. Mele, Esq.
Telephone: 954-527-2409
Facsimile: 954-333-4009
E-mail: dennis.mele@gmlaw.com

C. Name, title, address, telephone number and e-mail address of the property owner(s).

201 N. Federal Highway:
OER Properties Company
663 Southwest Keats Avenue
Palm City, Florida 34990
Contact: Gregory A. Rogers
Telephone: (813) 754-5777
E-mail: bass1237@aol.com

221, 231 and 299 N. Federal Highway:
CRD Federal LLC
225 West Hubbard Street, 4th Floor
Chicago, IL 60654-4916
Contact: Michael Slaven
Telephone: (312) 832-2500
E-mail: mslaven@centrumpartners.net

D. Applicant's rationale for the amendment. The Planning Council requests a condensed version for inclusion in the staff report (about two paragraphs).

The Subject Property is currently designated Commercial and Residential Moderate (10) on the City of Deerfield Beach Land Use Plan and Commerce and Low-Medium (10) Residential on the Broward County Land Use Plan. The property is currently developed with an office building and a large portion of the

property is vacant. This underutilized property provides a redevelopment opportunity for residential development that will help meet the housing demands for the existing and future residents.

The Subject Property provides a location for sustainable infill development where residents can live in a community where mass transit is available to connect residents to recreation, shopping, and employment centers throughout the County. The proposed Amendment will provide additional residents living within the service area of three mass transit routes. Route 10 runs along Federal Highway that provides service into Palm Beach County and Dade County. There are several large retail centers along Route 10 including Mizner Park, Pompano City Center and Aventura Mall that future residents could get to using transit. In addition, there are numerous smaller retail establishments along the Route 10. The numerous retail and office buildings along Route 10, including Fort Lauderdale downtown offices, provide ample employment opportunities along the transit route. Recreation opportunities along Route 10 include LA Fitness, Pompano Beach Community Park and Holiday Park in Fort Lauderdale. Route 10 connects to the majority of east-west routes in the County and also stops at the Broward Central Terminal and the Fort Lauderdale Hollywood International Airport. Route 48 runs from SR 7 to Deerfield Beach along Hillsboro Boulevard. In addition to providing service to the many retail establishments along Hillsboro Boulevard, Route 48 provides service to the Tri-Rail station, Hillsboro Technology Center, Hillsboro Community Center, Deerfield Island Park and the public beach. Finally, the Deerfield Beach Community Shuttle provides local transit service in the City.

There are also safe pedestrian paths that connect the residents to the parks, schools, government facilities, and commercial establishments in the area that will further reduce the number of trips made with a personal vehicle. In addition, all public facilities are available at this location to serve the proposed development. The Irregular (48.6) Residential designation is necessary to support a quality residential development in this location that has a superior architectural design and provides open space and pedestrian improvements that will enhance the surrounding neighborhood. This land use plan designation is needed to account for high land prices in the area resulting from the scarcity of available land in the City and the superior design that is proposed.

The proposed amendment supports the City's redevelopment objectives because it will facilitate redevelopment of an underutilized property resulting in a substantial increase in property revenues that can be used for the City's redevelopment programs that will enhance the neighborhood. In addition, the proposed development will be consistent with the architectural guidelines of the Cove Overlay District (COD) because it will be designed as a quality residential development consistent with the coastal architectural style.

3. **AMENDMENT SITE DESCRIPTION**

- A. Concise written description of the general boundaries and gross acreage (as defined by BCLUP) of the proposed amendment.**

The Subject Property is located at the northwest corner of Federal Highway and Northeast 2nd Street in the City of Deerfield Beach.

- B. Sealed survey, including legal description of the area proposed to be amended.**

A survey of the Subject Property is provided as **Exhibit A**.

- C. Map at a scale clearly indicating the amendment's location, boundaries and proposed land uses.**

A location map is provided as **Exhibit B**. The proposed use of the Subject Property is multi-family residential. The Subject Property contains approximately 4.1 net acres and approximately 5.7 gross acres.

4. **EXISTING AND PROPOSED USES**

- A. Current and proposed local and Broward County Land Use Plan designation(s) for the amendment site. If multiple land use designations, describe gross acreage within each designation. For Activity Center amendments, the proposed text indicating the maximum residential and non-residential uses must be included.**

The gross acreage for each existing and proposed land use plan designation on the Property is provided below.

	Broward County	City of Deerfield Beach
Current	Commerce 5.1 Acres Low Medium (10) .6 Acres	Commercial – 5.1 Acres Residential Moderate (10)- .6 Acres
Proposed	Irregular (48.6) Residential 5.7 Acres	Irregular (48.6) Residential 5.7 Acres

The current City land use plan designation for the Subject Property is depicted on **Exhibit C**. The proposed City land use plan designation is depicted on **Exhibit D**.

- B. Indicate if the flexibility provisions of the Broward County Land Use Plan have been used for the amendment site or adjacent areas.**

The flexibility provisions of the Broward County Land Use Plan have not been used for areas adjacent to the Subject Property.

C. Existing use of amendment site and adjacent areas.

Amendment Site: Vacant, Office

Adjacent Properties: North: Commercial, duplex units
South: Commercial, duplex units
East: Office, commercial, multi-story condominium
West: Single family, duplex units

D. Proposed use of the amendment site including proposed square footage (for analytical purposes only) for each non-residential use and/or dwelling unit count. For Activity Center amendments, also provide the existing square footage for each non-residential use and existing dwelling unit count within the amendment area.

The proposed use of the Subject Property is approximately 277 residential units.

E. Maximum allowable development per adopted and certified municipal land use plans under existing designation for the site, including square footage/floor area ratio/lot coverage/height limitations for each non-residential use and/or dwelling unit count.

The portion of the Subject Property designated commercial is 5.1 gross acres, the maximum allowable development based on the commercial land use plan designation is a FAR of 1.0 (page 53 of the Future Land Use Element). This floor area ratio would permit a total of 248,292 square feet of commercial use on the Subject Property. The Future Land Use Element does not address maximum height in the commercial category. The Subject Property also contains .6 gross acres designated Residential Moderate (10) which would allow 6 apartment units. In order to provide for a more realistic analysis of this application, the impacts of the existing land use plan designations are analyzed based on a theoretical mix of 6 apartment units and 51,000 square feet of commercial use.

5. ANALYSIS OF PUBLIC FACILITIES AND SERVICES

The items below must be addressed to determine the impact of an amendment on existing and planned public facilities and services. Provide calculations for each public facility and/or service. If more than one amendment is submitted, calculations must be prepared on an individual and cumulative basis.

A. Potable Water Analysis**1. Provide the potable water level of service per the adopted and certified local land use plan, including the adoption date of the 10 Year Water Supply Facilities Plan.**

The City's 10 Year Water Supply Facilities Work Plan is dated March, 2015. The adopted level of service for potable water service as specified

in the Utilities Element of the City of Deerfield Beach Comprehensive Plan is as follows:

- 265 gallons per person per day for maximum system-wide service, including nonresidential demands
 - 175 gallons per person per day for average annual residential service
 - 224 gallons per person per capita day on an average day basis
2. **Identify the potable water facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources. Identify the wellfield serving the area in which the amendment is located including the South Florida Water Management District (SFWMD) permitted withdrawal and expiration date of the SFWMD permit.**

The City's potable water system consists of raw water supply, water treatment and distribution.

Plant Capacity:

The current plant capacity for the City's West Water Treatment Plant is 21.0 MGD. Past potable water demands from 2019 through 2013 indicate average day demands ranging from 9.05 MGD to 10.03 MGD. Average day water demands for the City's water service area are projected to be 10.01 MGD in 2020 and 10.35 MGD in 2030.

Wells:

The City owns 14 wells in the East and West wellfields with a combined pumping capacity of 37.3 MGD. The City's raw water annual permitted allocation cannot exceed 5,165 MG from a combination of the Biscayne Aquifer (4,347 MG/year, -11.9 MGD), and the Upper Floridian Aquifer (1,460 MG/year; 4 MGD). The City's wellfield withdrawal rates are authorized in SFWMD WUP, No 06- 00082-W. The expiration date of the permit is March 14, 2019. Furthermore, the City has an agreement with the Broward County Water & Wastewater Service for receiving an additional 0.59 MGD of raw water from Biscayne Aquifer.

3. Identify the net impact on potable water demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

Current Land Use Plan Designation: Commercial and Residential Moderate (10)		
Development Intensity	Generation Rate*	Demand
51,000 sq. ft. commercial	37 GPD/1,000sq. ft.	1,887 GPD
6 apartments	141 GPD/Unit	846 GPD
Proposed Land Use Plan Designation: Irregular (48.6) Residential		
Development Intensity	Generation Rate*	Demand
277 midrise	141 GPD/Unit	39,057 GPD
Net Change: - +36,324 GPD		

*Broward County Guidelines for Determining Ability to provide Potable Water and Wastewater Service.

4. Correspondence from potable water provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.

See attached **Exhibit E**. To be provided by City Staff as requested by the Applicant.

B. Sanitary Sewer Analysis

1. Provide the sanitary sewer level of service per the adopted and certified local land use plan.

The adopted level of service for potable water service in the City as specified in the Utilities Element of the City of Deerfield Beach Comprehensive Plan is 126 gallons average annual daily flow per capita of permanent population.

2. Identify the sanitary sewer facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources.

The Subject Property is located in the service area of the Broward County North Regional Wastewater Treatment Plant ("NRWT"). NRWT is presently servicing the Subject Property and can provide sanitary sewer services to the Subject Property from the existing facilities. Wastewater flow projections for the NRWT were obtained from Broward County Sanitary Sewer Element of the Comprehensive Plan. In the short range (2020) the City of Deerfield Beach projected demand is 7.4 MGD and in

the long range (2030) the projected demand is 8.0 MGD. The plant capacity of 95 MGD is projected to serve the needs of all the large users including the City of Deerfield Beach through the year 2040. The wastewater projections for the City of Deerfield Beach wastewater large user agreement are not impacted by this amendment because the Subject Property is serviced directly by Broward County Utilities.

3. **Identify the net impact on sanitary sewer demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.**

Current Land Use Plan Designation: Commercial and Residential Moderate (10)		
Development Intensity	Generation Rate*	Demand
51,000 sq. ft. commercial	30 GPD/1,000sq. ft.	1,530 GPD
6 apartments	100 GPD/Unit	600 GPD
Proposed Land Use Plan Designation: Irregular (48.6) Residential		
Development Intensity	Generation Rate*	Demand
277 midrise	100 GPD/Unit	27,700 GPD
		Net Change: +25,570 GPD

*Broward County Guidelines for Determining Ability to provide Potable Water and Wastewater Service.

4. **Correspondence from sanitary sewer provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.**

See **Exhibit F**. To be provided by City Staff as requested by the Applicant.

C. Solid Waste Analysis

1. **Provide the solid waste level of service per the adopted and certified local land use plan.**

According to the City's Comprehensive Plan, the adopted level of service for solid waste is 5.41 pounds per capita per day for collection and 7 pounds per day for disposal.

2. **Identify the solid waste facility serving the service area in which the amendment is located including the landfill/plant capacity, current and committed demand on the landfill/plant capacity and planned landfill/plant capacity.**

The City is responsible for solid waste collection services within the City limits. The City doesn't own or operate any solid waste processing facilities.

The City contracts with Waste Connections for processing, transportation, and disposal of all the City's municipal waste. The contract does not limit the volume of waste that is processed by Waste Connections. Currently Waste Connections processes 67,000 tons per year from the City. Solid waste is hauled to and processed at Waste Connections' facility in Deerfield. Waste Connections uses the JED landfill in Saint Cloud, Florida. The capacity of the JED Landfill is 383,621 tons per year until the year 2032. The total current permitted capacity of the JED landfill is 53,215,585 tons.

3. **Identify the net impact on solid waste demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.**

Current Land Use Plan Designation: Commercial and Residential Moderate (10)		
Development Intensity	Generation Rate	Demand
51,000 sq. ft.	4 lbs./100 sq. ft./day	2,040 lbs./day
6 apartments	5.41 lbs/unit/day	33 lbs./day
Proposed Land Use Plan Designation: Irregular (48.6) Residential		
Development Intensity	Generation Rate*	Demand
277 midrise	5.41 lbs./unit/day	1,499 lbs./day
		NET CHANGE: +574 lbs./day

* City of Deerfield Beach Comprehensive Plan.

4. **Correspondence from the solid waste provider verifying the information submitted as part of the application in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.**

See Exhibit G.

D. Drainage Analysis

1. **Provide the drainage level of service per the adopted and certified local land use plan.**

The adopted level of service standards for drainage facilities as contained in the City of Deerfield Beach Comprehensive Plan are as follows:

- a. Drainage discharge quantity shall be determined from a three day 25 year design storm. Peak runoff shall not exceed 35 cubic feet per second per square mile.
- b. Flooding in new structures will be minimized by requiring that first floor elevations be set at, or above, the level of the 100-Year, 3-day Storm Event, the elevation shown on the most recent FEMA

Flood Insurance Rate Map, and the elevation shown on the most recent Broward County 100 year Flood Elevation Map.

c. Street flooding will be minimized by requiring that street elevations be set at, or above the 10-year, 1-day storm event stage and shall not be below the elevation shown on the most recent Broward County 10 year Flood Insurance Map.

d. Wet detention volume shall be provided for the first inch of run-off from the entire development project or the total run-off of 2.5 inches times the percent of imperviousness, whichever is greater to preserve water quality.

2. The elevation for the area depicted on the “100 Year Flood Elevation Map. ”Identify the drainage district and drainage systems serving the amendment area.

The Subject Property is located in the South Florida Water Management District. The City of Deerfield Beach is responsible for maintaining the City’s public drainage system. The applicable flood elevation criteria and the proposed finished floor elevation for the Subject Property are provided below. The finished floor elevation for the building on the subject property will be 10.20 NAVD.

**Deerfield Beach
Criteria**

1) A minimum of 18" and maximum of 24" above the centerline of the adjacent roadway.	10.17	NAVD (Min.)
	10.67	NAVD (Max.)
2) At or above FEMA Elevation	N/A	NAVD (Zone X)

**Broward County
Criteria**

1) Broward County 100 year Flood Elevation	4.50	NAVD (Per BC)
2) 100 Year - 3 Day Stage Storage	8.35	NAVD (3 drainage wells)
3) At or above FEMA Elevation	N/A	NAVD (Zone X)

Proposed Design Finish Floor 10.20 NAVD

Elevation

3. **Identify any planned drainage improvements, including year, funding sources and other relevant information.**

No improvements are planned by the City of Deerfield to serve this Property.

4. **Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site.**

Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

No application for a drainage permit has been submitting with this land use plan amendment application. When development plans are finalized for the Subject Property, the Applicant will submit an application for a surface water management system permit. The surface water management system for the Subject Property will be designed to meet all applicable City and County regulations.

5. **If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties.**

The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one hundred year flood elevation, acreage of proposed water management retention area, elevations for buildings, roads and years, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

The stormwater management system that will be constructed in conjunction with the proposed development will meet all applicable governmental drainage standards.

6. **Correspondence from local drainage district verifying the information submitted in items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.**

See Exhibit H.

E. Recreation and Open Space Analysis

1. **Provide the recreation and open space level of service per the adopted and certified local land use plan.**

The City of Deerfield Beach has adopted a level of service for parks/open space of 3 acres per 1,000 population.

2. **For amendments which will result in an increased demand for “community parks” acreage, as required by the Broward County Land Use Plan, an up-to-date inventory of the municipal community parks inventory must be submitted.**

See Exhibit I

3. **Identify the net impact on demand for “community parks” acreage, as defined by the Broward County Land Use Plan, resulting from this amendment.**

This analysis includes only the residential uses associated with the Proposed Amendment.

Current Land Use Plan Designation: Commercial and Residential Moderate (10)		
Development Intensity	Generation Rate	Demand
51,000 sq. ft.	N/A	N/A
6 apartments	3 ac/1000 population	.5 acre
Proposed Land Use Plan Designation: Irregular (48.6) Residential		
Development Intensity	Generation Rate*	Demand
277 midrise	3 ac/1000 population	1.25 acres
NET CHANGE: +.75 acre		

*Deerfield Beach Land Development Code, Sections 98-17 (12)

4. **Identify the projected “community parks” acreage needs based on the local government’s projected build-out population.**

According to the City of Deerfield Beach Recreation and Open Space – 2019 Update Table, the buildout population for the City will have a surplus of 118+/- acres of community parks. The City’s population is projected to be 93,188 in 2045 and 279+/- acres are needed for this population. The City’s recreation acreage is projected to be 398+/- acres in 2045.

5. **As applicable, describe how the local government and/or applicant are addressing Broward County Land Use Plan Policies 2.5.4 and 2.5.5 (a. through e.), regarding the provision of open space.**

This Proposed Amendment does not result in a loss of open space.

F. Traffic Circulation Analysis

1. **Identify the roadways impacted by the proposed amendment and indicate the number of lanes, current traffic volumes, adopted level of service and current level of service for each roadway.**

Refer to traffic analysis provided as **Exhibit J**.

2. **Identify the projected level of service for the roadways impacted by the proposed amendment for the long range planning horizon. Please utilize average daily and p.m. peak hour traffic volumes per Broward Metropolitan Planning Organization (MPO) plans and projections.**

Refer to traffic analysis provided as **Exhibit J**.

3. **Planning Council staff will analyze traffic impacts resulting from the amendment. The applicant can provide a traffic impact analysis for the amendment – calculate anticipated average daily and p.m. peak hour traffic generation for the existing and proposed land use designations. If the amendment reflects a net increase in traffic generation, identify access points to/from the amendment site and provide a distribution of the additional traffic on the impacted roadway network for the long-range planning horizon.**

Refer to traffic analysis provided as **Exhibit J**.

4. **Provide any transportation studies relating to this amendment, as applicable.**

Refer to traffic analysis provided as **Exhibit J**.

G. Mass Transit Analysis

1. **Identify the mass transit modes, existing and planned mass transit routes and scheduled service (headway) serving the amendment area within one-quarter of a mile.**

According to the Broward County Transit Division, BCT Route 10 and Route 48 are located within one-quarter mile of the amendment site. Please refer to the following table for detailed information:

BUS ROUTE	DAYS OF SERVICE	SERVICE SPAN A.M. – P.M.	SERVICE FREQUENCY
10	Weekday Saturday Sunday	5:10a – 11:56p 5:10a – 11:22p 8:20a – 9:35p	22-30 Minutes 30 Minutes 41 Minutes
48	Weekday Saturday	5:40a – 9:01p 6:15a – 9:01p	55 Minutes 55 Minutes
Deerfield Beach Community Shuttle Express II	Weekday	8:00a – 4:00p	60 minutes

2. Describe how the proposed amendment furthers or supports mass transit use.

The proposed Amendment will provide additional residents living within the service area of three mass transit routes. Route 10 runs along Federal Highway that provides service into Palm Beach County and Dade County. There are several large retail centers along Route 10 including Mizner Park, Pompano City Center and Aventura Mall that future residents could get to using transit. In addition, there are numerous smaller retail establishments along the Route 10. The numerous retail and office buildings along Route 10, including Fort Lauderdale downtown offices, provide ample employment opportunities along the transit route. Recreation opportunities along Route 10 include LA Fitness, Pompano Beach Community Park and Holiday Park in Fort Lauderdale. Route 10 connects to the majority of east-west routes in the County and also stops at the Broward Central Terminal and the Fort Lauderdale Hollywood International Airport. Route 48 runs from SR 7 to Deerfield Beach along Hillsboro Boulevard. In addition to providing service to the many retail establishments along Hillsboro Boulevard, Route 48 provides service to the Tri-Rail station, Hillsboro Technology Center, Hillsboro Community Center, Deerfield Island Park and the public beach. Finally, the Deerfield Beach Community Shuttle provides local transit service in the City.

3. Correspondence from transit provider verifying the information submitted in items 1-2 above. Correspondence must contain name, position and contact information of party providing verification.

See Exhibit K.

H. Public Education Analysis

1. **Public School Impact Application.**

The Public School Impact Application was submitted to the School Board of Broward County. The results of the analysis are provided in **Exhibit L**.

2. **The associated fee in the form of a check made payable to the SBBC.**

The application fee was provided to the School Board.

3. **Identify the existing school enrollment and permanent design capacity of the public elementary and secondary education facilities serving the area.**

School	Current Enrollment	Level of Service Capacity	Over/(under) FISH Capacity
Deerfield Beach Elementary	590	672	(82)
Deerfield Beach Middle	1,175	1,543	(257)
Deerfield Beach High	2,453	2,848	(397)

Source: Planning Tool for School Enrollment and Capacity, The Broward County School Board.

Current Land Use Plan Designation: Commercial and Residential Moderate (10)		
Development Intensity	Generation Rate	Demand**
51,000 sq. ft.	N/A	N/A
6 midrise*	Elementary - .028	
	Middle – 0.013	
	High – 0.021	
Proposed Land Use Plan Designation: Irregular (48.6) Residential		
Development Intensity	Generation Rate	Demand**
277 midrise	Elementary - .028	8 Elementary students
	Middle – 0.013	4 Middle students
	High – 0.021	6 High students
Net Change:	8 Elementary students	
	4 Middle students	
	6 High students	

*Broward County School District, Facility Planning and Real Estate Department, Growth Management Section. The analysis provided by the School Board does not consider the residential units allowed by the current land use plan designation.

**Rounded to the nearest whole number

6. ANALYSIS OF NATURAL AND HISTORIC RESOURCES

Indicate if the site contains, is located adjacent to or has the potential to impact any of the natural and historic resource(s) listed below, and if so, how they will be protected or mitigated. Planning Council staff will request additional information from Broward County regarding the amendment's impact on natural and historic resources.

A. Historic sites or districts on the National Register of Historic Places or locally designated historic sites.

The Subject Property is developed with an office building and a portion is currently vacant. The Subject Property does not contain any historic sites or districts on the National Register of Historic Places or locally designated historical sites. In addition, no National Register historic sites are located adjacent to the Subject Property.

B. Archaeological sites listed on the Florida Master Site File.

Based upon a review of information on file with the State Historic Preservation Office, Division of Historical Resources Florida Master Site File, there are no previously recorded cultural resources within the Subject Property.

See Exhibit M.

C. Wetlands.

According to the Broward County Wetlands Map dated September 17, 2015 there are no wetlands on the Subject Property.

D. Local Areas of Particular Concern as identified within the Broward County Land Use Plan.

The Subject Property is not identified as a Local Area of Particular Concern.

E. Priority Planning Area Map and Broward County Land Use Plan Policy 2.21.1 regarding sea level rise.

According to the map published by Broward County dated June 1, 2013, the Subject Property is not located in a Priority Planning Area.

F. "Endangered" or "threatened species" or "species of special concern" or "commercially exploited" as per the Florida Fish and Wildlife Conservation Commission (fauna), the U.S. Fish and Wildlife Service (flora and fauna), or the Florida Department of Agriculture and Consumer Services (fauna). If yes, identify the species and show the habitat location on a map.

The Applicant is not aware of any endangered or threatened species or species of special concern on the Subject Property.

G. Plants listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services.

The Applicant is not aware of any listed plants located on the Subject Property.

H. Wellfields – Indicate whether the amendment is located within a wellfield protection zone of influence as defined by Broward County Code, Chapter 27, Article 13 "Wellfield Protection." If so, specify the affected zone and any provisions which will be made to protect the wellfield.

According to the Broward County Wellfield Map, the Subject Property is not located within a wellfield zone of influence.

I. Soils – Describe whether the amendment will require the alteration of soil conditions or topography. If so, describe what management practices will be used to protect or mitigate the area's natural features.

According to the Broward County Natural Resource Map Series – Soils, the soils on the Subject Property consist of Urban Land-Quartzipsaments-Udorthents. This is a common soil type in the eastern portion of Broward County and is generally found on properties between Dixie Highway and A1A. During site development

soil will be added, as needed, to bring the elevation of the Subject Property to the appropriate elevation for flood protection. The Applicant will implement a Surface Water Pollution Protection Plan (SWPPP) to ensure that movement of soil on the Subject Property does not have a negative impact on the natural features.

J. Beach Access – Indicate if the amendment site fronts the ocean or would impact access to public beaches. If so, describe how public beach access will be addressed.

The Subject Property is not an oceanfront property. Thus, the proposed development will not affect any beach access.

7. AFFORDABLE HOUSING

Describe how the local government is addressing Broward County Land Use Plan Policy 2.16.2, consistent with Article 5 of this Document.

The City of Deerfield Beach, through the use of Community Development Block Grant (CDBG), State Housing Initiatives Partnership (SHIP), and Home Investment Partnerships Program (HOME) provides purchase assistance and home repair assistance for very low to moderate income households in Deerfield Beach to occupy as their primary residence. Assistance is in the form of a 0% interest deferred second loan that reverts to a grant if all program conditions are met. These programs are administered by the City of Deerfield Beach Community Development Department in coordination with the Deerfield Beach Housing Authority (DBHA). An affordable housing analysis that addresses Policy 2.16.2 of the Broward County Land Use Plan is provided as **Exhibit N**. The Applicant does not intend to include any affordable housing units in the proposed development. The Applicant will contribute to any applicable affordable housing impact fees that are applicable to Broward County land use plan amendments that add more than 100 dwelling units to the land use plan. This Applicant proposes to designate any affordable housing contribution to the City for its affordable housing programs. In addition, the proposed redevelopment will increase the amount of property tax revenues available to the City that can be used for affordable housing programs.

8. LAND USE COMPATIBILITY

Describe how the amendment is consistent with existing and planned future land uses in the area (including adjacent municipalities and/or county jurisdictions). Identify specific land development code provisions or other measures that have or will be utilized to ensure land use compatibility.

The City of Deerfield Beach Comprehensive Plan includes an objective and related policies that address land use compatibility. The objective is stated as follows:

Objective FLU 1.2: Develop and implement land use programs to encourage elimination or reduction of existing uses inconsistent with the community's character and adopted future land uses.

The policies associated with the above objective provide the framework for the land use programs that will eliminate or reduce occurrences of incompatible land uses within the City. These policies are discussed individually as it relates to the compatibility of the proposed land use plan amendment with the community's character and long range plans for the area.

Policy FLU 1.2.1: The application for land use amendments shall include an explanation of compatibility with surrounding, land uses.

Explanation: The Subject Property is an underutilized property located adjacent to the Federal Highway corridor. The current land use plan designations are Commercial and Residential Moderate (10) on the City of Deerfield Beach Land Use Plan. The surrounding uses include a mixture of residential unit types as well as a mix of nonresidential uses. Specifically there are duplex units to the west and south and multi-story condominium units to the east. Single family residential uses are located on the west side of 9th. Commercial uses to the north, east and south include restaurants, office, and retail uses. The Applicant is requesting a land use plan amendment to facilitate development of a quality residential community with 277 mid-rise dwelling units. The proposed Conceptual Master Plan for the Subject Property is provided as **Exhibit O**. The Conceptual Master Plan reflects a transitional land use between the higher intensity commercial uses along Federal Highway and the lower density residential units to the west.

The proposed development will result in a substantial reduction in the amount of traffic generated by the Subject Property that will reduce the traffic impacts in the neighborhood to the west. In addition, the primary access to the development was strategically placed on Federal Highway to further reduce the impact of the development on the residential neighborhood to the west.

Policy FLU 1.2.2: The City's Land Development Code shall prohibit the mixing of incompatible land uses.

Explanation: The City's Land Development Code specifies the permitted uses in each zoning category in order to eliminate mixing of incompatible land uses.

Policy FLU 1.2.3: City Land Development Code shall require the protection of both existing and planned residential areas adjacent to lands designated as commercial or industrial.

Explanation: This land use plan amendment will eliminate an occurrence of residential uses that abut lands designated as commercial.

Policy FLU 1.2.4: The City shall minimize the impacts of potential incompatible land uses through requirements within its Land Development Code, such as buffering and setbacks.

Explanation: Setbacks, perimeter buffers and landscaping and architectural design will be included in the development in accordance with the Planned Development District to provide buffers and transitions from the proposed multi-family uses and the residential uses to the west.

Policy FLU 1.2.5: Consistent with the Broward County Land Use Plan, the City shall protect from obstruction Federal Aviation Administration approved and locally adopted aircraft air corridors.

Explanation: The proposed development that will result from this land use plan amendment will not obstruct any aircraft air corridors.

For these reasons, the proposed development will be compatible with the surrounding neighborhood.

9. HURRICANE EVACUATION ANALYSIS

(Required for those land use plan amendments located in a hurricane evacuation zone as identified by the Broward County Emergency Management Division).

Provide a hurricane evacuation analysis based on the proposed amendment, considering the number of permanent and seasonal residential dwelling units (including special residential facilities) requiring evacuation, availability of hurricane shelter spaces, and evacuation routes and clearance times. The hurricane evacuation analysis shall be based on the best available data/modeling techniques as identified by the Broward County Emergency Management Division.

According to the Broward County Emergency Evacuation Map, the Subject Property is not located within an evacuation zone.

10. REDEVELOPMENT ANALYSIS

Indicate if the amendment is located in an identified redevelopment area (i.e., Community Redevelopment Agency, Community Development Block Grant). If so, describe how the amendment will facilitate redevelopment and promote approved redevelopment plans.

The Subject Property is not located within a Community Redevelopment Area.

11. INTERGOVERNMENTAL COORDINATION

Indicate whether the proposed amendment site is adjacent to other local governments. If so, please provide additional copies for the notification and/or review by adjacent local governments.

The Subject Property is not located adjacent to another local government.

12. DESCRIBE CONSISTENCY WITH HIGHLIGHTED REGIONAL ISSUES AND POLICIES OF THE BROWARD COUNTY LAND USE PLAN

The Proposed Amendment is consistent with the regional strategy of promoting “Smart Growth”. The Subject Property is an underutilized 5± acre site in the eastern portion of the City. The Subject Property is an infill site where public facilities exist and have capacity to accommodate the demands associated with of the Proposed Amendment. The Proposed Amendment also supports Smart Growth by placing additional dwelling units that are needed to accommodate future population growth in an area that is currently served by three (3) transit routes. In addition, the proposed development will provide new patrons in the area that could help to promote additional redevelopment of commercial centers in the area.

Specifically the Proposed Amendment is consistent with the following policies of the County Land Use Plan:

POLICY 2.1.1 Broward County shall maintain a balanced Land Use Plan to implement a regional vision including the provision of essential public services and facilities, as well as enhanced sustainability and livability.

Explanation: The Proposed Amendment provides for enhanced sustainability and livability by adding residential units within the service area of three (3) bus routes to promote the use of mass transit.

POLICY 2.1.2 The land use categories depicted on the Broward County Land Use Plan Map are intended to protect established residential areas and encourage economic development and redevelopment.

Explanation: The proposed amendment will promote redevelopment of an existing partially vacant and underutilized property. Property tax revenues will increase and additional patrons will be located in the area to support local business. Proper buffers and landscaping will be provided and the architectural design will be an asset to the community.

POLICY 2.10.3 In order to prevent future incompatible land uses, the established character of predominately developed areas shall be a primary consideration when amendments to the Broward County Land Use Plan are proposed.

Explanation: The Applicant will submit a site plan for consideration by the City during the land use plan amendment process to evaluate the compatibility of the proposed development. The Proposed Amendment represents a transition between the Federal Highway corridor to the Residential Moderate (10) to the west.

POLICY 2.14.7 Broward County and its local governments shall consider the individual and cumulative impacts of land use plan amendments on the existing and planned transportation facilities within the County.

Explanation: A traffic study is provided.

13. CONSISTENCY WITH GOALS, OBJECTIVES AND POLICIES WITH THE CITY OF DEERFIELD BEACH LAND USE PLAN

GOAL FLU 1.0: Ensure that development and redevelopment occurring in the City achieves and maintains a functional mix of residential, commercial, industrial and recreational land uses.

Explanation: The proposed amendment will provide for additional residential land needed to provide dwelling units for the anticipated population growth in the City. In addition the amendment will facilitate redevelopment of an underutilized property. This amendment will adjust the functional mix of land uses by decreasing the amount of underutilized commercial land and replacing it with residential land needed for future population growth.

Objective FLU 1.1: Establish development and redevelopment programs, which provide the opportunity for a wide range of individuals and families to reside, work, shop, relax and play safely in the city.

Explanation: The Subject Property is currently underutilized with an aging office building and vacant land. The Property Appraiser's records indicate the office building was constructed approximate 1962. Conversion of the Subject Property will provide for a quality apartment development with recreation amenities. This type of development is typically attractive to young couples, singles and empty nesters who desire a quality development without owning a unit. In addition, the proposed development will provide safe pedestrian connections to the recreation facilities in the area. Finally, the Subject Property is served by several mass transit routes. For these reasons, the proposed redevelopment will expand housing opportunities in a location that provides connectivity to shopping, recreation and work opportunities in the City.

Policy FLU 1.1.9: The City shall continue to provide for a variety of housing densities in the Future Land Use Plan.

Explanation: The Applicant is proposing Irregular (48.6) Residential designation on the Subject Property in order to increase the housing density and housing types available to residents in the City in support of this policy.

Policy FLU 1.2.1: The application for land use amendments shall include an explanation of compatibility with surrounding land uses.

Explanation: This Application supports this policy by providing an explanation of compatibility in Section 8.

Policy FLU 1.4.1: The City's subdivision regulations shall incorporate a review process for assessing the adequacy of public services and facilities. New residential development shall be established only within those areas where adequate public services and facilities exist, or are scheduled to be available in accordance with the City's adopted Capital Improvements element.

Explanation: This amendment will facilitate a residential development in an area where public facilities are available to serve the anticipated demand.

Policy FLU 2.0: Ensure that facilities and services necessary to serve the adopted future land use plan and the anticipated population, taking into consideration both permanent and seasonal (including tourist), are provided as development occurs.

Explanation: The analysis provided demonstrates that the proposed amendment is needed to accommodate future permanent and seasonal population projections. The analysis also demonstrates that public facilities have adequate capacity to accommodate the demand from the proposed dwelling units.

Policy FLU 2.1.1A: The City shall maintain a level of service standard for each public facility located within its jurisdiction for which it has the authority to issue development orders or development permits.

Explanation: The analysis provided demonstrates that the public infrastructure systems can accommodate the proposed dwelling units and meet the adopted level of service standards.

Policy FLU 2.1.6: The City shall issue development orders and permits for future development and redevelopment only if public facilities necessary to meet level of service standards (which are adopted as part of the Capital Improvements Element of this plan) are available concurrent with the impacts of the development.

Explanation: The analysis provided demonstrates that the public infrastructure systems can accommodate the proposed dwelling units and meet the adopted level of service standards.

Policy FLU 2.1.7: The City shall require that all future land use map amendments ensure the availability of potable water supplies and facilities before adoption.

Explanation: The analysis provided demonstrates that there is sufficient available potable water capacity to accommodate the proposed amendment.

Policy FLU 2.1.9: In coordination with Policy UT 1.5.2 of the Utilities Element of the Deerfield Beach Comprehensive Plan, all new development within the City (residential, commercial and industrial) shall be serviced by a centralized wastewater system.

Explanation: The analysis provided demonstrates that there is sufficient capacity in the centralized wastewater system to accommodate the demand from the proposed development.

Objective FLU 2.3: Discourage urban sprawl and encourage a separation of urban and rural land uses by directing new development into areas where necessary regional and community facilities and services exist.

Explanation: The proposed amendment will facilitate development of an underutilized parcel where regional and community facilities and services exist and can accommodate the proposed development. The Subject Property has direct access to several mass transit routes that will encourage mass transit ridership. In addition the proposed amendment provides for infill development of a partially vacant property that is surrounded by developed property.

GOAL FLU 8.0: Promote and implement appropriate land uses and development patterns consistent with smart growth principles, (as defined by the Smart Growth Network and listed below), to maximize natural and socioeconomic resources, and to preserve and improve the health, safety and welfare of the City's residents and visitors.

Ten Principles of Smart Growth

1. Mix land uses.
2. Take advantage of compact building design.
3. Create a range of housing opportunities and choices.
4. Create walkable neighborhoods.
5. Foster distinctive, attractive communities with a strong sense of place.
6. Preserve open space, natural beauty, and critical environmental areas.
7. Strengthen and direct development towards existing communities.
8. Provide a variety of transportation choices.
9. Make development decisions predictable, fair, and cost effective.
10. Encourage community and stakeholder collaboration in development decisions.

Explanation: This amendment will expand the mix of uses provided in the Federal Highway corridor within the City by providing a quality residential apartment complex along a corridor that is primarily lined with commercial development. The proposed conceptual plan provides for a compact building design with an internal parking structure surrounding by residential units. This development will expand the housing types and choices along the Federal Highway corridor which is developed predominately with commercial uses. The development will provide sidewalks that connect to the existing sidewalks in the area to provide for safe pedestrian connections to the mass transit, schools, shopping, government, and recreation areas in the neighborhood. The architectural firm commissioned to create the design for the development is well known for residential apartment developments throughout South Florida that have unique and attractive design based on the community character. The development will be anchored by a community open space that will provide a distinctive sense of place and also blends with the existing community character. The location for this development has access to a number of transportation choices such as personal vehicles, busses, and rail service. In addition, residents will have the opportunity to walk to shopping, recreation and other activity centers in the neighborhood.

14. PLAN AMENDMENT COPIES

- A. 3 hard copies and 10 digital copies (13 copies total) for the BCPC. (Please include additional copies, if Subject Property is adjacent to other municipalities and/or county jurisdictions). Additional copies June be requested by the Planning Council Executive Director after the initial application submittal.**

To be provided with transmittal to Broward County Planning Council.

- B. If requesting concurrent transmittal to DEO, 1 hard copy and 10 digital copies (11 copies total), as required by DEO, of the corresponding local land use plan amendment application, including transmittal letter from municipality to DEO.**

To be provided prior to transmittal to DEO.

EXHIBIT A

Survey of Subject Property

LEGAL DESCRIPTION:

THE SOUTH 225.00 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, LYING WEST OF STATE ROAD RIGHT-OF-WAY; LESS THE SOUTH 30 FEET THEREOF FOR STREETS; LESS THAT PORTION DEEDED TO THE STATE OF FLORIDA AND MORE FULLY DESCRIBED IN THAT CERTAIN DEED RECORDED IN OFFICIAL RECORDS BOOK 7702, PAGE 994, AND DEED BOOK 571, PAGE 152, BOTH OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

AND

LOTS 8 AND 9, BLOCK 3, OF "DEERFIELD BEACH ESTATES SECTION A", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 39, PAGE 14, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

AND

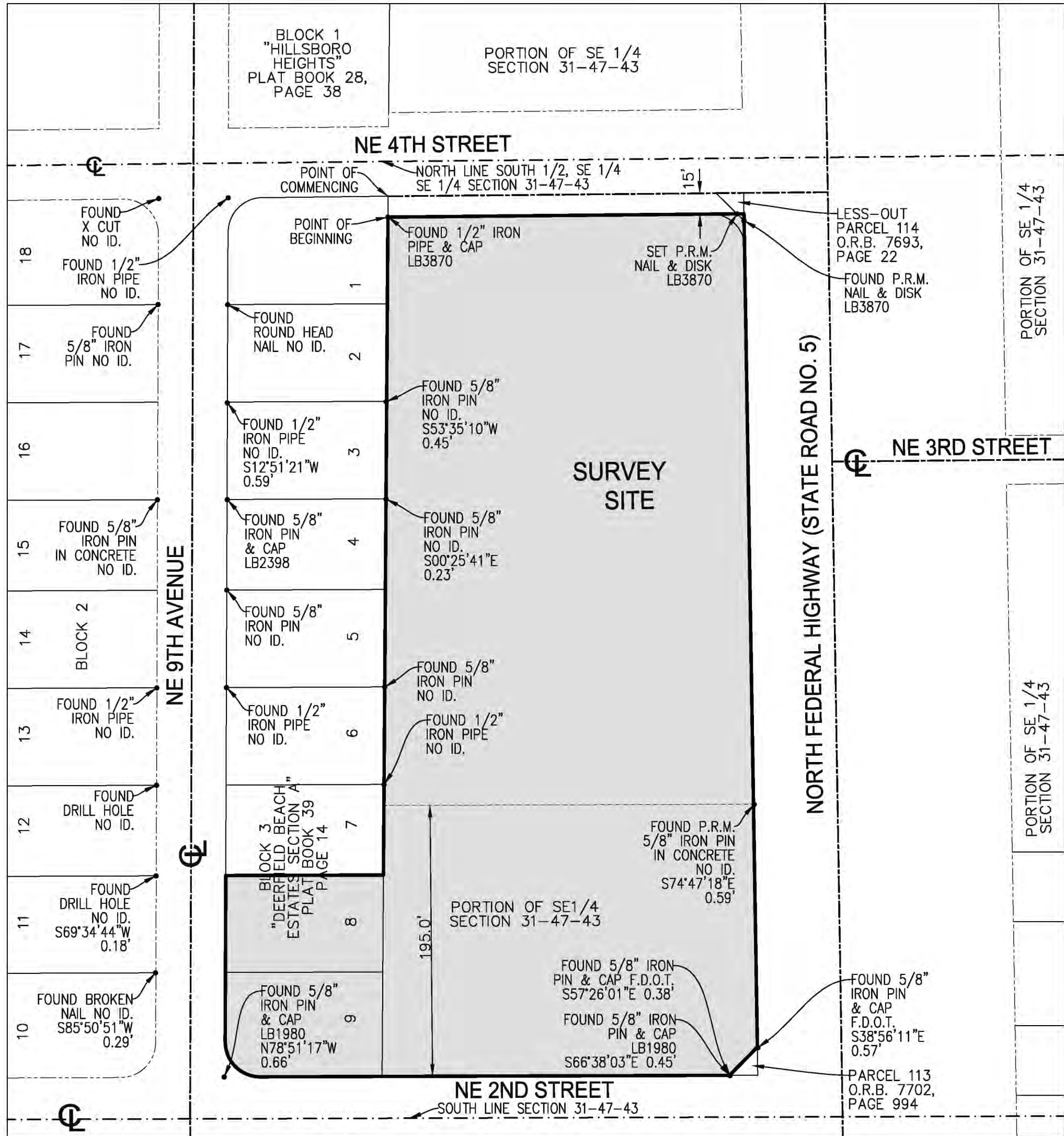
THAT PORTION OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, LYING WEST OF U.S. #1, SOUTH OF NORTHEAST 4TH STREET, NORTH OF NORTHEAST 2ND STREET AND EAST OF "DEERFIELD BEACH ESTATES SECTION A", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 39, PAGE 14, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; LESS THE SOUTH 195.0 FEET THEREOF, LESS ALSO THE NORTH 15 FEET THEREOF; AND LESS ALSO THAT PORTION THEREOF, CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AS DESCRIBED IN INSTRUMENT RECORDED IN OFFICIAL RECORD BOOK 7693, PAGES 22 AND 23; AND LESS ALSO THAT PORTION THEREOF CONVEYED TO THE CITY OF DEERFIELD BEACH AS DESCRIBED IN INSTRUMENT RECORDED IN OFFICIAL RECORD 8364, PAGE 799, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SURVEYOR'S DESCRIPTION:

LOTS 8 AND 9, BLOCK 3, OF "DEERFIELD BEACH ESTATES SECTION A", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 39, PAGE 14, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. AND A PORTION OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 3, "DEERFIELD BEACH ESTATES SECTION A", THENCE SOUTH 00°23'22"W ON THE EAST LINE OF SAID BLOCK 3 FOR 15.00 FEET TO A POINT ON A LINE LAYING 40.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, SAID LINE BEING THE SOUTH RIGHT-OF-WAY LINE OF NE 4th STREET AS DESCRIBED IN OFFICIAL RECORD BOOK 8364, PAGE 799, OF SAID PUBLIC RECORDS, AND TO THE POINT OF BEGINNING; THENCE NORTH 89°27'49" EAST ON SAID PARALLEL LINE AND SAID SOUTH RIGHT-OF-WAY LINE 231.05 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE TO THE RIGHT, BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF RIGHT-OF-WAY PARCEL B, AS RECORDED IN OFFICIAL RECORDS BOOK 8364, PAGE 799 OF SAID PUBLIC RECORDS, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°37'05", FOR AN ARC DISTANCE OF 39.10 FEET TO A POINT OF TANGENCY ON THE WEST RIGHT-OF-WAY LINE OF NORTH FEDERAL HIGHWAY (STATE ROAD NO. 5) (U.S. HIGHWAY NO. 1) AS RECORDED IN DEED BOOK 571, PAGE 152, OF SAID PUBLIC RECORDS, SAID LINE LYING 60.50 FEET WEST OF AND PARALLEL TO THE CENTERLINE OF CONSTRUCTION OF NORTH FEDERAL HIGHWAY (STATE ROAD NO. 5) (U.S. HIGHWAY NO. 1), AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 86020-2526, SHEET 18 OF 20; THENCE SOUTH 00°55'06" EAST ON SAID WEST RIGHT-OF-WAY LINE 574.23 FEET, THENCE SOUTH 44°26'52" WEST ON THE NORTHWESTERLY LINE OF RIGHT-OF-WAY PARCEL 113, AS RECORDED IN OFFICIAL RECORDS BOOK 7702, PAGE 994, OF SAID PUBLIC RECORDS 28.47 FEET TO A PORTION THE NORTH RIGHT-OF-WAY LINE OF NE 2ND STREET A LINE LAYING 30.00 FEET NORTH AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 31; THENCE SOUTH 89°48'49" WEST ON SAID PARALLEL LINE 337.42 FEET TO THE SOUTHERLY SOUTHWEST CORNER OF AFOREMENTIONED LOT 9, BLOCK 3, BEING A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°23'10", FOR AN ARC DISTANCE OF 39.44 FEET TO THE WESTERLY SOUTHWEST CORNER OF SAID LOT 9, BEING A POINT OF TANGENCY ON THE EAST RIGHT-OF-WAY LINE OF NE 9th AVENUE, ALSO BEING THE WEST LINE OF SAID BLOCK 3 "DEERFIELD BEACH ESTATES SECTION A"; THENCE NORTH 00°11'59" EAST SAID LINE, ALSO BEING THE WEST LINE OF LOTS 9 AND 8 FOR 119.83 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE NORTH 89°48'49" EAST ON THE NORTH LINE OF SAID LOT 8 FOR 113.33 FEET TO THE NORTHEAST CORNER SAID LOT 8; THENCE NORTH 00°23'22" EAST ON THE AFOREMENTIONED EAST LINE OF SAID BLOCK 3 FOR 472.73 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 178,551 SQUARE FEET (4.0990 ACRES) MORE OR LESS

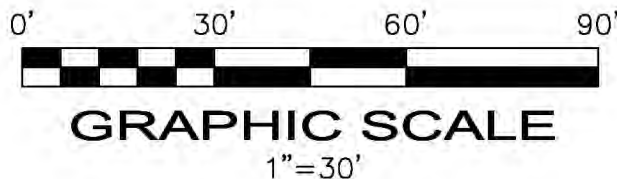


VICINITY MAP
NOT TO SCALE

NOTES:

- 1) ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BROWARD COUNTY BENCHMARK NO. 1107; ELEVATION: 8.478 FEET.
- 2) FLOOD ZONE: X; BASE FLOOD ELEVATION: NONE; COMMUNITY: 125101; PANEL: 12011C0179H; MAP DATE: 08/18/14
- 3) THIS SITE LIES IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA.
- 4) BEARINGS ARE BASED ON THE EAST LINE OF BLOCK 3, "DEERFIELD BEACH ESTATES SECTION A", PLAT BOOK 39, PAGE 14 BEING N00°23'22"E.
- 5) REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
- 6) THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'.
- 7) THIS SITE CONTAINS A TOTAL OF 103 PARKING SPACES (102 REGULAR AND 1 DISABLED).
- 8) THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE, COMMITMENT NUMBER: 764908, PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; COMMITMENT DATE: AUGUST 2, 2019 AT 11:00 PM. THE FOLLOWING ITEMS ARE SCHEDULE B-II EXCEPTIONS TO SAID COMMITMENT:
 - ITEMS 1, 2, 3, 4 & 5: STANDARD EXCEPTIONS NOT ADDRESSED.
 - ITEM 6: ALL MATTERS IN PLAT BOOK 39, PAGE 14 APPLY TO THIS SITE AS DEPICTED HEREON.
 - ITEM 7: EASEMENT RESERVATIONS IN RESTRICTIONS IN O.R.B. 582, PAGE 133 APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 8: AGREEMENT IN O.R.B. 2721, PAGE 627 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 9: NOT ADDRESSED.
- 9) THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE NBU NO.: 21702010, PREPARED BY CHICAGO TITLE INSURANCE COMPANY; EFFECTIVE DATE: 07/30/17 11:00 PM. THE FOLLOWING ITEMS ARE SCHEDULE B-2 EXCEPTIONS TO SAID COMMITMENT:
 - ITEMS 1, 2, 3 & 4: STANDARD EXCEPTIONS NOT ADDRESSED.
 - ITEM 5-EASEMENT FOR INGRESS AND EGRESS IN WARRANTY DEED IN O.R.B. 2952, PAGE 200; AFFECTED BY CONVEYANCE IN DEED IN O.R.B. 3212, PAGE 274; FURTHER AFFECTED BY AGREEMENT IN O.R.B. 3512, PAGE 950, APPLIES TO THIS SITE AS DEPICTED HEREON.
 - ITEM 6-EASEMENT FOR INGRESS AND EGRESS IN WARRANTY DEED IN O.R.B. 3212, PAGE 274; AFFECTED BY AGREEMENT IN O.R.B. 3512, PAGE 950, APPLIES TO THIS SITE AS DEPICTED HEREON. (DUPLICATE OF PORTION OF ITEM 5).
 - ITEM 7-NOT ADDRESSED.
- 10) PAVEMENT AND SIDEWALK CONDITION: 1-GOOD, 2-FAIR OR ROUGH/NEEDS REPAIR OR CLEANING, 3-POOR, RATED BY SITE PHOTOGRAPHS ONLY.
- 11) THE SURVEYOR'S DESCRIPTION WAS CREATED FOR PLATTING PURPOSES AS REQUIRED BY BROWARD COUNTY, FLORIDA.
- 12) ACCORDING TO CORRESPONDENCE FROM THE BROWARD COUNTY PLANNING COUNCIL DATED OCTOBER 8, 2019, THE ENTIRE PROPERTY CONTAINS 4.0990 NET ACRES AND 5.6662 GROSS ACRES. PARCEL A AS SHOWN IN THE CORRESPONDENCE CONSISTS OF LOW-MEDIUM (10) RESIDENTIAL AND CONTAINS 0.3733 NET ACRES AND 0.5545 GROSS ACRES, PARCEL B AS SHOWN IN THE CORRESPONDENCE CONSISTS OF COMMERCE AND CONTAINS 3.7257 NET ACRES AND 5.1117 GROSS ACRES.

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CERTIFICATION:

TO ORD FEDERAL LLC, CENTRUM REALTY AND DEVELOPMENT, LLC; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9, & 11 OF TABLE A THEREOF.

- JOHN F. POLICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
- BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
- VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274 STATE OF FLORIDA

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

5			
4	ADD LAND USE PARCELS & AREA	L.S.	
3	#66726 AMEND SURVEY 1/21/20	M.D.	
2	REVIEW TITLE COMMITMENT	L.S.	
1	#66736-S-5491 ORIGINAL SURVEY 7/22/19	S.F.B.	
NO.	REVISIONS	BY	

CENTRUM DEERFIELD BEACH SITE
201.221.231 & 299 NORTH FEDERAL HIGHWAY
DEERFIELD BEACH, BROWARD COUNTY
FLORIDA 33441

BOUNDARY AND TOPOGRAPHIC SURVEY
ALTA/NSPS LAND TITLE SURVEY



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

E-MAIL: surveys@policeandsurveyors.com
WEBSITE: www.policeandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB3870

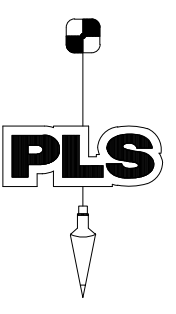
DRAWN BY: L.S.
CHECKED BY: J.F.P.

SCALE: 1" = 30'
SURVEY DATE: 12/1/20

FILE: CENTRUM PARTNERS, LLC
ORDER NO.: 66726

CENTRUM DEERFIELD BEACH SITE
201, 221, 231 & 299 NORTH FEDERAL HIGHWAY
DEERFIELD BEACH, BROWARD COUNTY
FLORIDA 33441

BOUNDARY AND TOPOGRAPHIC SURVEY
ALTA/NSPS LAND TITLE SURVEY



PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: L.S.
CHECKED BY: J.F.P.

SCALE: 1" = 30'
SURVEY DATE: 1/21/20

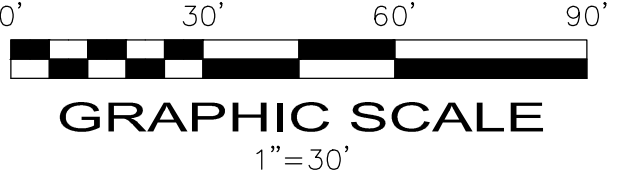
FILE: CENTRUM PARTNERS, LLC
ORDER NO.: 66726

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1 AND 2

LEGEND

- CONCRETE
- ASPHALT PAVEMENT
- PAVER BRICK
- ELEVATION
- OVERHEAD WIRES
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND WATER LINE
- UNDERGROUND GAS LINE
- UNDERGROUND ELECTRIC LINE
- CENTERLINE
- O.R.B. OFFICIAL RECORDS BOOK
- F.D.O.T. FLORIDA DEPT. OF TRANSPORTATION
- TP TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
- PALM TREE
- OAK TREE
- TAMARIND TREE
- FICUS TREE
- GUMBO LIMBO TREE
- UNIDENTIFIED TREE
- PINE TREE
- SEA GRAPE
- BLACK OLIVE
- SCHFEFLARA
- DETECTABLE WARNING MAT
- POLYVINYL CHLORIDE
- CORRUGATED METAL PIPE
- LICENSED BUSINESS
- RADIUS
- CA CENTRAL ANGLE
- A ARC LENGTH
- RCP REINFORCED CONCRETE PIPE
- R/W RIGHT-OF-WAY
- N/A NO AVAILABLE
- Ⓢ COMMITMENT EXCEPTION IDENTIFIER



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ANY FORM OR BY ANY MEANS, WITHOUT PERMISSION IN WRITING
FROM AN OFFICER OF PULICE LAND SURVEYORS, INC.

EXHIBIT B

Location Map



EXHIBIT C

Current Land Use Plan Designation

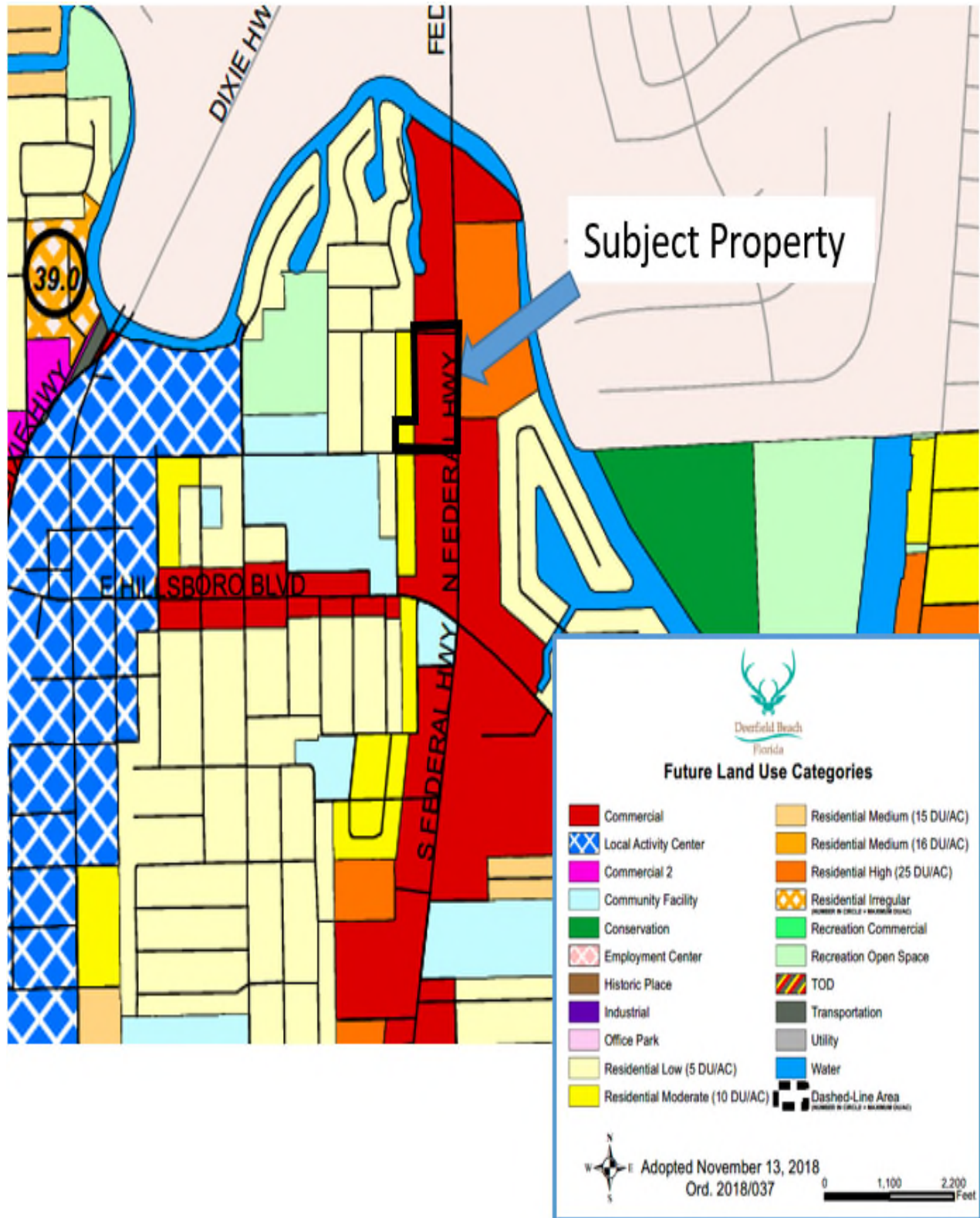


EXHIBIT D

Proposed Land Use Plan Designation

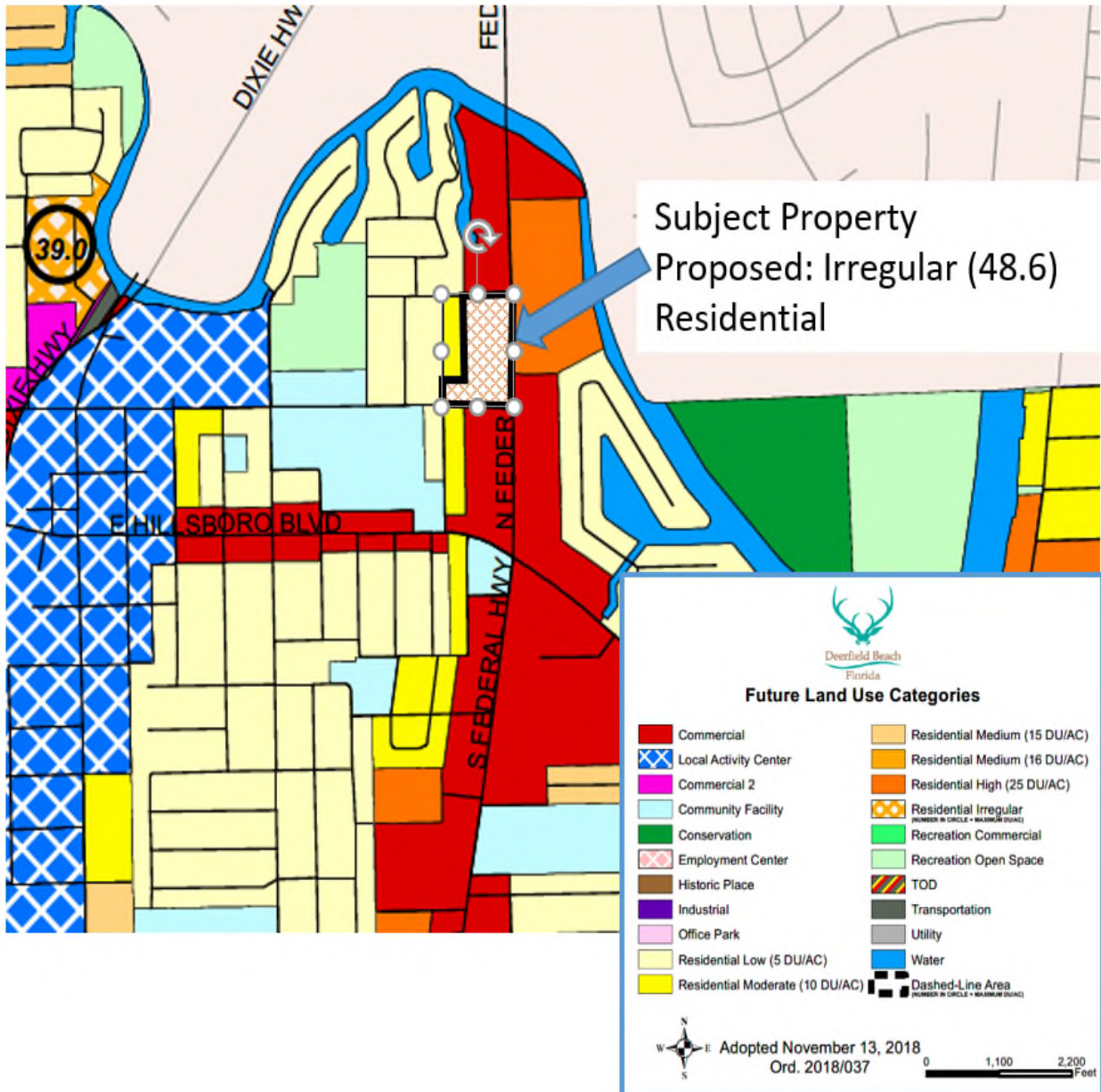


EXHIBIT E

Potable Water Service Letter



March 30, 2020

Cynthia A. Pasch, AICP
Greenspoon Marder LLP
200 East Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301

Re: CRD Land Use Plan Amendment Water & Wastewater Analysis

Dear Ms. Pasch:

This letter acknowledges that I have reviewed the attached land use amendment for water and wastewater services and have no additional comments

Please contact me if you have any questions.



Sincerely,

Allen Fathi, PE
Assistant Director for Utilities
City of Deerfield Beach
200 Goolsby Boulevard
Deerfield Beach, FL 33442

150 NE 2nd Avenue • Deerfield Beach, FL 33441 • 954.480.4200 • www.dfb.city

EXHIBIT F

Sanitary Sewer Service Letter



March 30, 2020

Cynthia A. Pasch, AICP
Greenspoon Marder LLP
200 East Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301

Re: CRD Land Use Plan Amendment Water & Wastewater Analysis

Dear Ms. Pasch:

This letter acknowledges that I have reviewed the attached land use amendment for water and wastewater services and have no additional comments

Please contact me if you have any questions.

A handwritten signature in blue ink, appearing to read "Allen Fathi".

Sincerely,

Allen Fathi, PE
Assistant Director for Utilities
City of Deerfield Beach
200 Goolsby Boulevard
Deerfield Beach, FL 33442

150 NE 2nd Avenue • Deerfield Beach, FL 33441 • 954.480.4200 • www.dfb.city

EXHIBIT G

Solid Waste Service Response

April 21st, 2020

Cynthia A. Pasch, AICP
Greenspoon Marder LLP
200 East Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301

Re: CRD Land Use Plan Amendment Solid Waste Analysis

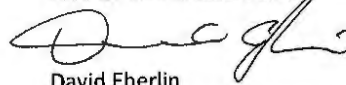
Dear Cindy:

I have reviewed the solid waste analysis provided by the applicant for the proposed land use amendment and have no additional comments. The analysis is acceptable.

Please let me know if you have any questions. Regards.

Very truly yours,

CITY OF DEERFIELD BEACH



David Eberlin
Assistant Director Sustainable Management

43898103v1
30556.0007

EXHIBIT H

Drainage Service Response



March 30, 2020

Cynthia A. Pasch, AICP
Greenspoon Marder LLP
200 East Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301

**Re: CRD Land Use Plan Amendment Drainage Service for the +/-5 Acre Site
Located at the NW Corner of US-1 and NE 2nd St.**

Dear Ms. Pasch:

The Drainage Analysis language in your correspondence dated October 24, 2019 for the referenced location is consistent with the City Code and Comprehensive Plan. As stated in this correspondence, an engineering analysis which demonstrates how the site will be drained and the impact on surrounding properties will be required at the time of site plan review.

If you have any questions or require additional information, please feel free to contact me.

Sincerely,

Priscilla

Cygielnik, P.E.

Priscilla Cygielnik, P.E.

Assistant Director for Engineering and Operations

Digitally signed by Priscilla Cygielnik, P.E.
DN: cn=Priscilla Cygielnik, P.E., o=City of
Deerfield Beach, ou=Engineering and
Operations, email=pcygielnik@deerfield-
beach.com, c=US
Date: 2020.03.30 14:32:13 -0400

Environmental Services • 200 Goolsby Blvd. • Deerfield Beach, FL 33442 • 954.480.4400 • www.dfb.city

EXHIBIT I

Municipal Park Summary

Deerfield Beach Recreation and Open Space—2019 Update
February 20, 2019

The need for recreation and open space land uses is analyzed by the acres of park land per 1,000 permanent and projected residents. The 1977 Broward County Land Use Plan outlined minimum standards for Community and Regional Parks, which are still in place today. Municipal governments are responsible for providing a minimum of three (3) acres of Community and Regional Parks within the city limits, while Broward County is responsible for providing three (3) acres of Regional parks per 1,000 residents county-wide.

Applying Broward County's 2020-2045 current population estimates (including group quarters), the table below displays the acreage for community parks per 1,000 permanent residents for the existing and 2045 projected Deerfield Beach population. The 382.93 acres of 2019 park acreage is in accordance with the guidelines for community parks outlined in the 2017 Broward County Comprehensive Plan.

Land use amendment LUPA #60A changed the Future Land Use (FLU) map designation designation on a 82.99 gross acre property from Recreation Commercial to: 1) 25.1 gross acres to Residential Moderate (10 du/ac), and; 2) 57.89 gross acres to Recreation Open Space. The amendment also to removed the 25.1 acre parcel from the Century Village dashed line area on the Future Land Use map. The amendment was adopted by the City Commission on October 16, 2018.

Land use amendment LUPA #62A changed the Future Land Use (FLU) map designation designation on 8.4 gross acres from Residential Low - 5 du/ac (0.3 acres), Residential Moderate - 10 du/ac (4.1 acres), Commercial (2.2 acres) and Commercial 2 (1.8 acres) to Residential Irregular - 39 du/ac.. The amendment was adopted by the City Commission on November 13, 2018.

The totaled current and allowed park acres have been revised per the County's 2020 – 2045 population estimates.

Based on the difference between the required and allowable acreage in the 'Recreation and Open Space Inventory' table on the following page, the City will have a surplus of 118.98 gross acres of recreation and open space acreage at the LOS of 3 acres per 1,000/residents by 2045.

PROJECTED RECREATION ACREAGE PER PERSON 2020 - 2045

Date	Population	Recreation Acreage (Per FLU Map)	Acres per Thousand LOS
<u>2020</u>	<u>78,912</u>	<u>382.93</u>	<u>4.85</u>
<u>2030</u>	<u>89,381</u>	<u>382.93</u>	<u>4.28</u>
<u>2045</u>	<u>93,188</u>	<u>398.54</u>	<u>4.28</u>

RECERTIFIED: 6/28/18
 EFFECTIVE: 2/21/19

Deerfield Beach Recreation and Open Space Inventory

2020 Required Park Acreage @ 3 Acres/1000 residents: **236.74** (gross acres)

2045 Required Park Acreage @ 3 Acres/1000 residents: **279.56** (gross acres)

City Parks	Acres (per FLU map)	Allowable Acreage	Notes
Mini Parks			
451 SE 19 Ave	1.49	1.49	
SE 19 Ave Median Park	0.50	0.50	
Sullivan Park	2.51	2.51	
Mayo Howard Park	5.93	5.93	
Crystal Heights Mini Parks (4)	0.85	0.85	
Intracoastal Public Access			
NE 7 ST	0.11		Zoned RM-10
NE 5 ST	0.20		Zoned RM-10
NE 3 ST	0.23		Zoned RM-25
NE 2 ST	0.15		Zoned RM-25
SE 2 ST	0.19		Zoned RS-5
SE 4 ST	0.20		Zoned RS-5
SE 8 ST	0.15		Zoned RM-25
SE 10 ST	0.08		Zoned RM-25
Total	1.31		
Neighborhood Parks			
McKeithen Park	9.17	9.17	
Ecidar Park	3.40	3.40	
Constitution Park	9.36	9.36	
Villages of Hillsboro Park	10.72	10.72	
Crystal Heights Parks (3)	5.98	5.98	
Park in Tallman Pines (2004 annex)	2.11	2.11	
Community Parks			
Pioneer Park	24.95	24.95	Cemetery Includes 14.2 ac required for Pioneer Grove LAC.
Westside Park	23.49	23.49	
Pineview	8.49	8.49	cemetery
Projected TOD Park Acreage Required	2.94		2.94 in 2045 projected
Undeveloped Parks			
185 NE 6 CT	5.65	5.65	
Sand Pine Preserve	28.23	28.23	
500 SW 10 ST	2.54	2.54	
438 NW 4 AVE	0.47	0.47	
Natura Park	1.35	1.35	
Former Tam O'Shanter Golf Course Parcel X	49.65	49.65	
Hillsboro Tech Park	3.45	3.45	Owned by City
Branhilda Richardson Knowles Park (SE 2 nd Ave)	3.30	3.30	Owned by City – within Pioneer Grove LAC

School Sites			
Deerfield High School	37.22	15.34	
Deerfield Middle	30.71	14.93	
Zion Lutheran	12.98	7.21	
Quiet Waters Elementary	22.48	2.68	
Tedder Elementary	15.02	1.64	
Deerfield Beach Elementary	12.99	2.11	
Deerfield Park	9.96	2.35	
Park Ridge	10.16	2.10	
Beaches			
South Beach (Public)	8.42	8.42	
South Beach (Private)	4.67		
Central Beach (Public)	11.71	11.71	
Central Beach (Private)	2.31		
North Beach (Public)	7.69	7.69	
North Beach (Private)	4.28		
Golf Courses			
Century Village	408.66		
	25.66		
Deer Creek Country Club	148.00		
%15 of community park requirement		36.16	(41.93 in 2045 due to increased park LOS requirement)
Other Private Recreational Acreage			
Riverglen Playground Park	0.94		Zoned PUD
Riverglen Green Space	9.02		Zoned PUD
Riverglen Recreation Facility	2.19		Zoned PUD
Waterways Recreation Facilities	6.37		Zoned PUD
Deer Creek Hillsboro Canal Park	2.74	2.74	
Hillsboro Canal Property	33.11	33.11	owned by SFWMD
Crystal Lake	153.19	18.82	*TAZ 34 and 35 pop. (25.72 in 2045 due to population increase)
Century Village Green Space	57.89		Owned by Century Village Master Mgmt.
County Open Space/Parks			
Helwig Park/Conservation Area	9.97		
Military Trail Park/Conservation	20.73		
Regional Parks			
Quiet Waters Park	466.33	10.00	
Deerfield Island Park	53.31	5.33	
Total Park & Open Space Acres		Total Allowed	2020
	1414.30	384.64	
	1389.20	382.93	
		Total Allowed	2045
		387.26	
		398.54	
* Allowable acreage limited to 3 acres/1000 residents in the vicinity (TAZ 34 & 35)			Revised 02/20/2019 (LUPA #60A & 62A)

EXHIBIT J

Traffic Analysis



Engineering & Planning, Inc.

1172 SW 30th Street, Suite 500 • Palm City • Florida • 34990

(772) 286-8030 • www.mackenzieengineeringinc.com

Memorandum

To: City of Deerfield Beach Public Works Department
 From: Shaun G. Mackenzie, P.E.
 Date: February 25, 2020
 Re: Centrum Deerfield - Future Land Use Amendment Methodology

City of Deerfield Beach Acceptance

Centrum Deerfield, Future Land Use Methodology was

Approved on _____, 2020 by _____

Introduction

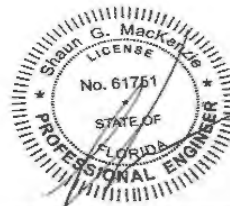
MacKenzie Engineering and Planning, Inc. (MEP) was retained by CRD Federal LLC to evaluate the changes in the Future Land Use for the property located at the southwest corner of Federal Highway (US 1) & NE 4th Street. The subject property proposes to change the future land used from Commercial to Residential Irregular. The property details and proposed changes are shown below in Table 1.

Table 1. Proposed Land Use Change

Parcel Size (Acres)	Existing Land Use	Proposed Land Use
5.1	Commercial (10,000 SF/Acre)	Residential Irregular (277 DU)
0.6	Residential Moderate (10 DU/Acre)	

The methodology that MEP shall use to perform the Future Land Use traffic analysis is based on the City of Deerfield Beach Comprehensive Plan. We are submitting this methodology to the City of Deerfield Beach Public Works department for review and upon approval will continue with the Future Land Use amendment analysis.

Figure 1 illustrates the general site location.

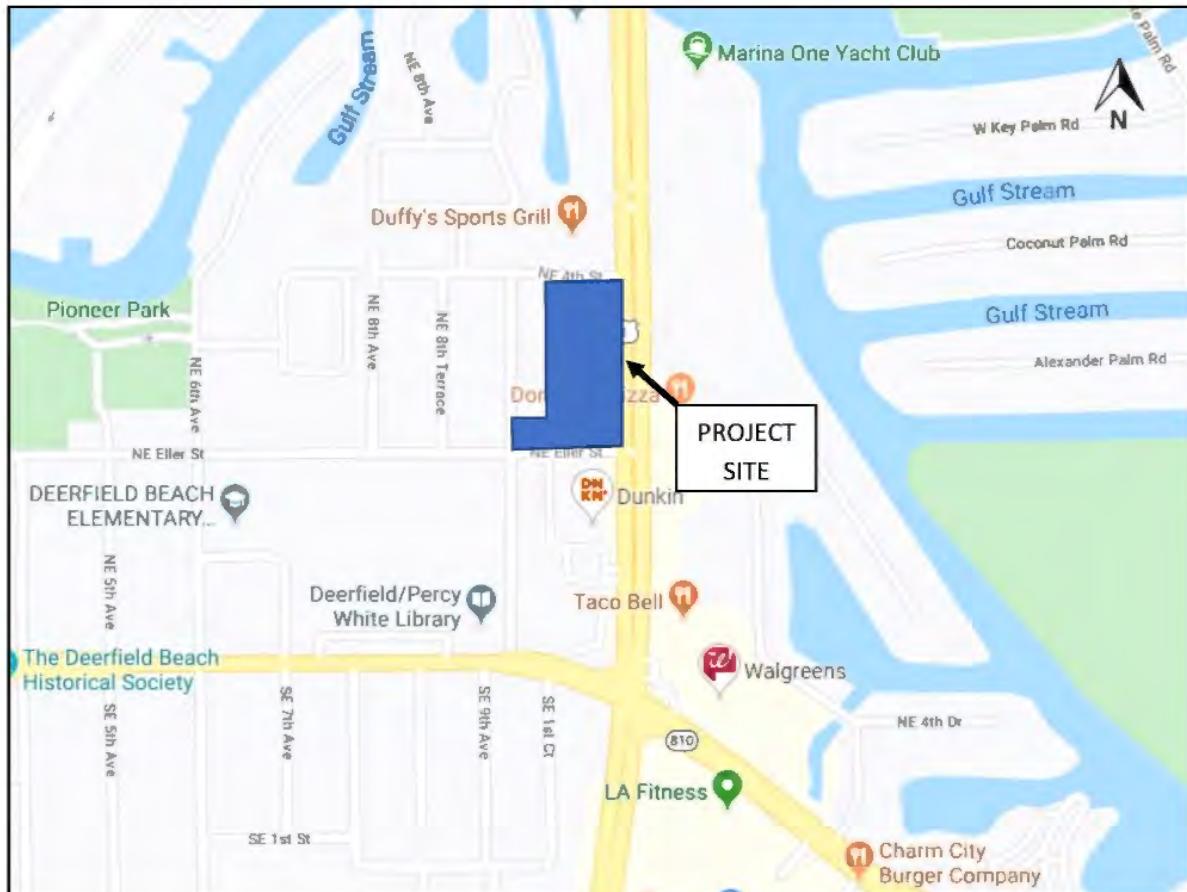


THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SHAUN G. MACKENZIE, P.E. ON THE DATE ADJACENT TO THE SEAL.
 REPRODUCED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

MACKENZIE ENGINEERING AND PLANNING, INC.
 1172 SW 30th STREET, SUITE 500
 PALM CITY, FL 34990
 CERTIFICATE OF AUTHORIZATION #21002
 SHAUN G. MACKENZIE, P.E. NO. 61751

Digitally
 signed by
 Shaun
 MacKenzie
 Date:
 2020.02.25
 18:12:05
 -05'00'

Figure 1: Proposed Site Location



Future Land Use Information / Methodology

For your review, we accumulated required information and listed the methodology to complete the future land use amendment.

Internal Capture Factor

Internal capture is proposed at 0%.

Pass-by Rate Factor

The proposed pass-by capture for Shopping Center (Land Use 820) is 34% in accordance with the ITE pass-by rates for Land Use 820.

Existing Future Land Use

The existing FLU is Commercial and the agreed upon development potential of the land is 51,000 SF of Commercial with the 10,000 SF per acre residential factor and 6 DU OF Residential Moderate with the 10 units per acre residential density, calculated as follows:



Commercial: 5.1 Acres x 10,000 SF/Acre = 51,000 SF

Residential: 0.6 Acres x 10 Units/Acre = 6 DU

The trip generation was projected based on the formulas in the Institute of Transportation Engineers' (ITE) report, *Trip Generation* (10th Edition) for Land-Use 820 (Shopping Center) and Land-Use 221 (Multi-Family Housing Mid-Rise).

The existing FLU will generate the following net new external trips:

- 2,541 daily, 119 AM peak hour (74 in/45 out), and 221 PM peak hour (106 in/115 out)

The existing FLU will generate the following cumulative driveway trips:

- 3,834 daily, 179 AM peak hour (111 in/68 out), and 333 PM peak hour (160 in/173 out)

Proposed Future Land Use

The proposed future land of Residential Irregular will create the potential for 277 DU Mid-Rise Multi-Family Housing.

The trip generation was projected based on the formulas in the Institute of Transportation Engineers' (ITE) report, *Trip Generation* (10th Edition) for Land-Use 221 (Multi-Family Housing Mid-Rise).

The proposed property will generate the following net new external and cumulative driveway trips:

- 1,508 daily, 93 AM peak hour (24 in/69 out), and 118 PM peak hour (72 in/46 out)

Net Impact

The difference between the maximum trip generation potential of the existing future land use and the proposed future land use was examined to determine the maximum (worst case/conservative) impact to the existing and future roadway network.

The proposed property will generate the following net new external trips:

- -1,033 daily, -26 AM peak hour (-50 in/24 out), and -103 PM peak hour (-34 in/-69 out)

The proposed property will generate the following net change driveway trips:

- -2,326 daily, -86 AM peak hour (-87 in/1 out), and -215 PM peak hour (-88 in/-127 out)

The future land use amendment trip generation results in a decrease to the daily, AM peak hour and PM peak hour trips. The difference in daily trips is -1,033 as shown in Table 2.

Table 2. Future Land Use Change in Net New Daily Trips

	Existing	Proposed	Difference
Commercial/Res Mod	2,541	-	(2,541)
Residential Irregular	-	1,508	1,508
FLU Proposed Trips			(1,033)



Methodology and approach for segment analysis

A roadway segment (link) analysis will be provided to determine the property's impact on the roadway network. As shown above, the expected net new external trips generated results in a decrease of trips. Therefore, a roadway segment analysis is not necessary.

Conclusion

No further analysis is necessary because the proposed land used amendment will reduce transportation impacts on the buildout roadway network.

Any development application on the property will separately be subject to a review of Concurrency based on the City's code.



Centrum Deerfield, 137003
Future Land Use Amendment / Methodology
Page 5 of 7

Appendix

Exhibit 1: Trip Generation

Exhibit 2: Trip Distribution

Future Land Use Map

Conceptual Site Plan

ITE 10th Edition: Land Use – 221 – Multifamily Housing (Mid-Rise)

ITE 10th Edition: Land Use – 820 – Shopping Center

ITE Pass-by Rates –Trip Generation Handbook, 3rd Edition, Table F.1



Centrum Deerfield, 137003
Future Land Use Amendment / Methodology
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Appendix

Exhibit 1: Trip Generation

Centrum Deerfield Trip Generation								
Land Use	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Existing FLU Traffic								
Shopping Center	51,000 1000 SF	3,803	177	110	67	330	158	172
Multifamily Housing (Mid-Rise)	6 DU	31	2	1	1	3	2	1
Subtotal		3,834	179	111	68	333	160	173
Pass-By Traffic								
Shopping Center	34.0%	1,293	60	37	23	112	54	58
Multifamily Housing (Mid-Rise)	0.0%	0	0	0	0	0	0	0
NET EXISTING TRIPS		2,541	119	74	45	221	106	115
Total Existing Driveway Volumes		3,834	179	111	68	333	160	173
Proposed FLU Traffic								
Multifamily Housing (Mid-Rise)	277 DU	1,508	93	24	69	118	72	46
NET PROPOSED TRIPS		1,508	93	24	69	118	72	46
Total Proposed Driveway Volumes		1,508	93	24	69	118	72	46
NET CHANGE IN TRIPS		(1,033)	(26)	(50)	24	(103)	(34)	(69)
NET CHANGE IN DRIVEWAY VOLUMES		(2,326)	(86)	(87)	1	(215)	(88)	(127)
Note: Trip generation was calculated using the following data from ITE: <i>Trip Generation, 10th Edition</i> :								
	ITE		Pass-by	AM Peak Hour		PM Peak Hour		
Land Use	Code	Unit	Daily Rate	Rate	in/out	Rate	in/out	Equation
Multifamily Housing (Mid-Rise)	221	DU	T = 5.45 (X) + -1.75	0%	26/74	Ln(T) = 0.98 Ln(X) + -0.98	61/39	Ln(T) = 0.96 Ln(X) + -0.63
Shopping Center	820	1000 SF	Ln(T) = 0.68 Ln(X) + 5.57	34%	62/38	T = 0.5 (X) + 151.78	48/52	Ln(T) = 0.74 Ln(X) + 2.89

s:\jobs - share drive\137 - crd federal\003 - 4th street and us 1 - oct 2019\future land use methodology\trip genera

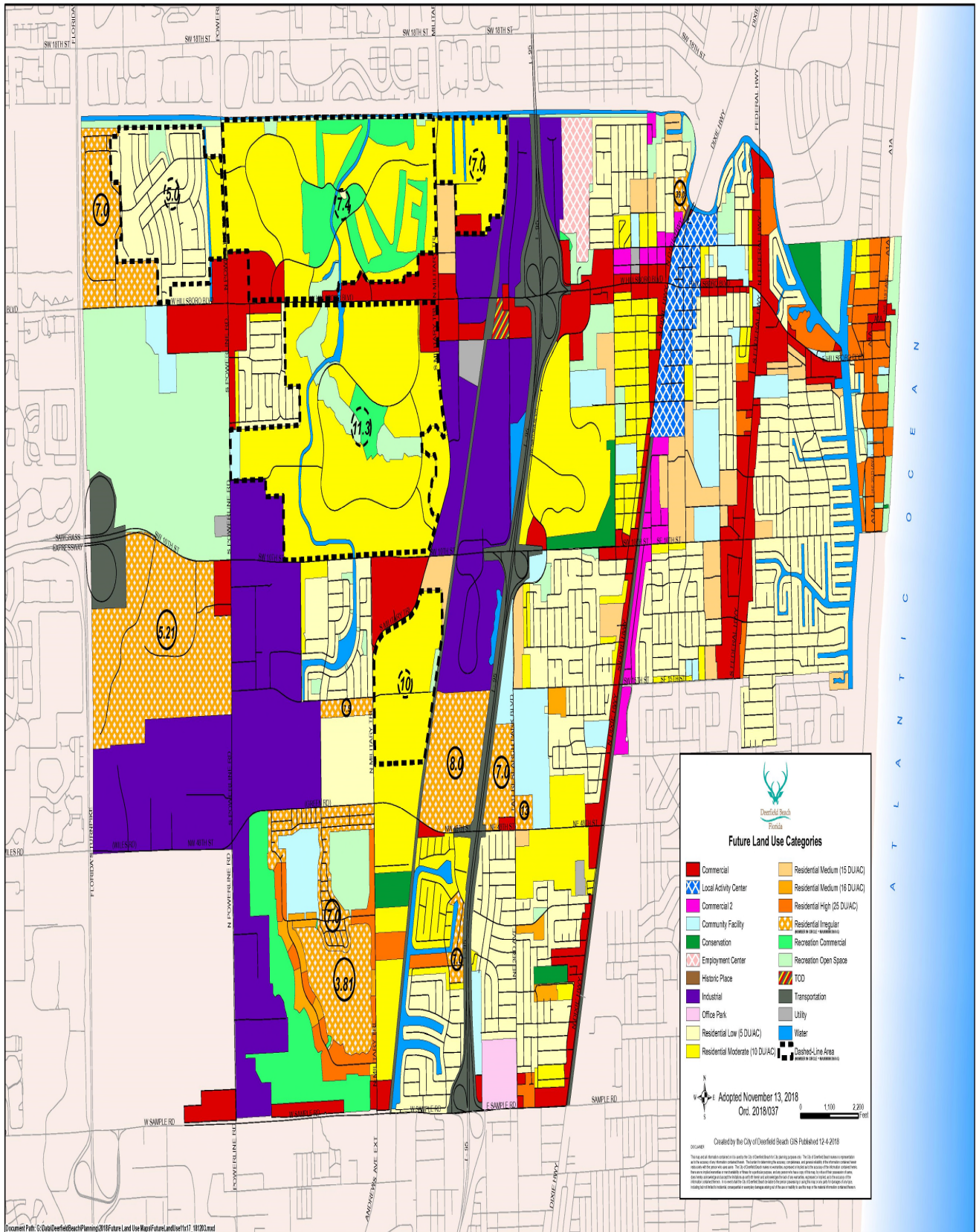
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Centrum Deerfield, 137003
Future Land Use Amendment / Methodology
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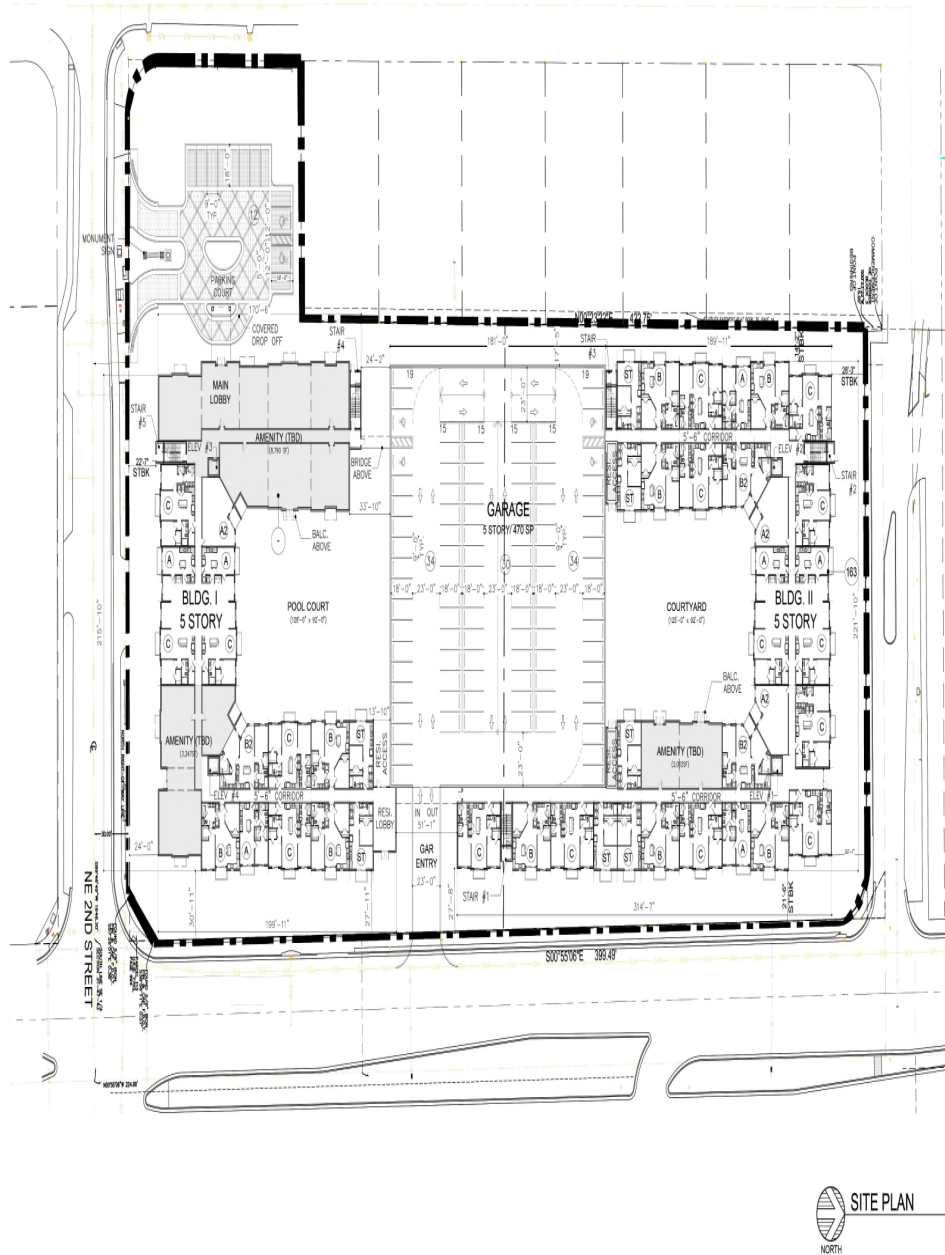
Exhibit 2: Trip Distribution





Deerfield Beach

BASE - SITE PLAN



CENTRUM
REALTY & DEVELOPMENT

10/17/2019
MSA
ARCHITECTS
ARCHITECTURE & PLANNING

SP-1

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Land Use: 221

Multifamily Housing (Mid-Rise)

Description

Mid-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have between three and 10 levels (floors). Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), off-campus student apartment (Land Use 225), and mid-rise residential with 1st-floor commercial (Land Use 231) are related land uses.

Additional Data

In prior editions of *Trip Generation Manual*, the mid-rise multifamily housing sites were further divided into rental and condominium categories. An investigation of vehicle trip data found no clear differences in trip making patterns between the rental and condominium sites within the ITE database. As more data are compiled for future editions, this land use classification can be reinvestigated.

For the six sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.46 residents per occupied dwelling unit.

For the five sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 95.7 percent of the total dwelling units were occupied.

Time-of-day distribution data for this land use are presented in Appendix A. For the eight general urban/suburban sites with data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 7:00 and 8:00 a.m. and 4:45 and 5:45 p.m., respectively.

For the four dense multi-use urban sites with 24-hour count data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 7:15 and 8:15 a.m. and 4:15 and 5:15 p.m., respectively. For the three center city core sites with 24-hour count data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 6:45 and 7:45 a.m. and 5:00 and 6:00 p.m., respectively.

For the six sites for which data were provided for both occupied dwelling units and residents, there was an average of 2.46 residents per occupied dwelling unit.

For the five sites for which data were provided for both occupied dwelling units and total dwelling units, an average of 95.7 percent of the units were occupied.

The average numbers of person trips per vehicle trip at the five center city core sites at which both person trip and vehicle trip data were collected were as follows:

- 1.84 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.94 during Weekday, AM Peak Hour of Generator
- 2.07 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 2.59 during Weekday, PM Peak Hour of Generator



The average numbers of person trips per vehicle trip at the 32 dense multi-use urban sites at which both person trip and vehicle trip data were collected were as follows:

- 1.90 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.90 during Weekday, AM Peak Hour of Generator
- 2.00 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 2.08 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 13 general urban/suburban sites at which both person trip and vehicle trip data were collected were as follows:

- 1.56 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.88 during Weekday, AM Peak Hour of Generator
- 1.70 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 2.07 during Weekday, PM Peak Hour of Generator

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), British Columbia (CAN), California, Delaware, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Minnesota, New Hampshire, New Jersey, Ontario, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Utah, Virginia, and Wisconsin.

Source Numbers

168, 188, 204, 305, 306, 321, 357, 380, 436, 525, 530, 579, 638, 818, 857, 866, 901, 904, 910, 912, 918, 934, 936, 939, 944, 947, 948, 949, 959, 963, 964, 966, 967, 969, 970

Multifamily Housing (Mid-Rise) (221)

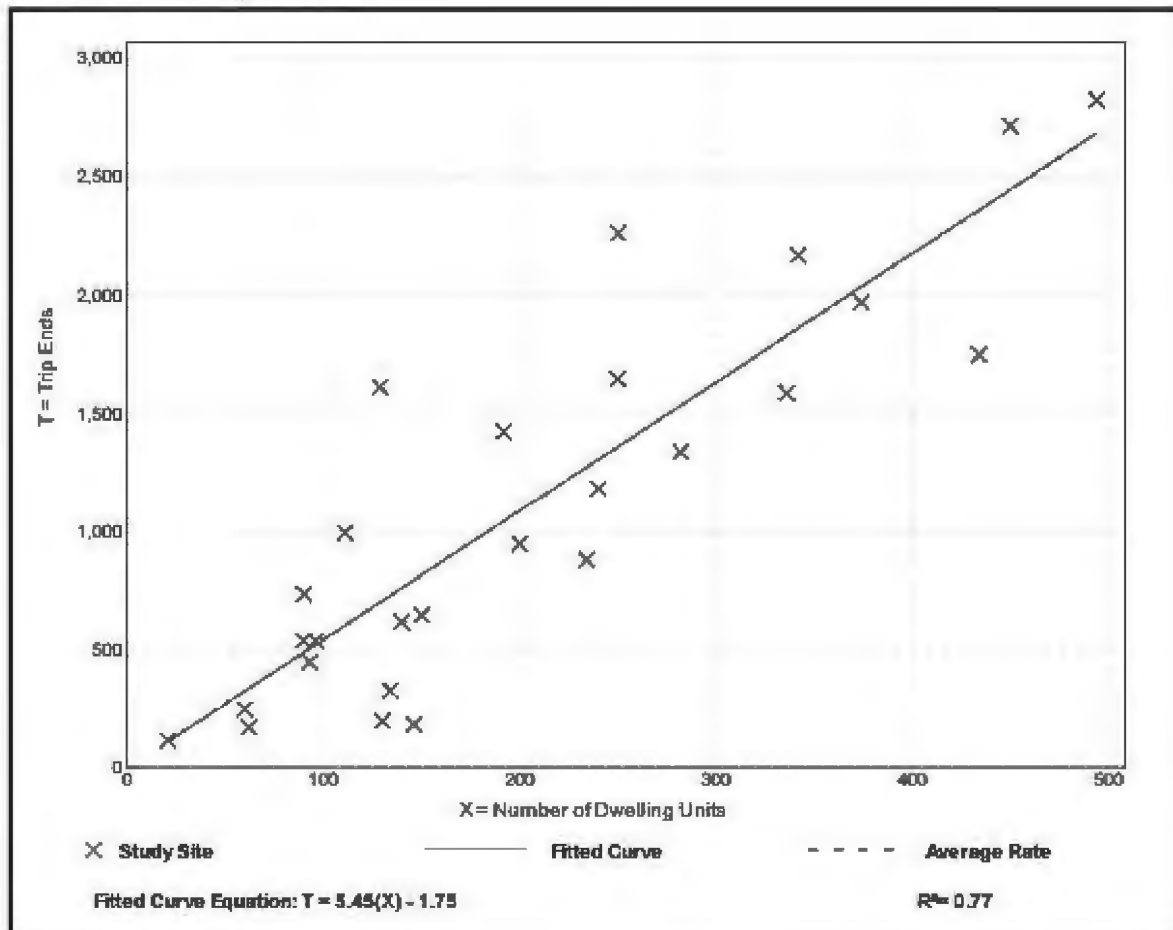
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 27
Avg. Num. of Dwelling Units: 205
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
5.44	1.27 - 12.50	2.03

Data Plot and Equation



Multifamily Housing (Mid-Rise) (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 53

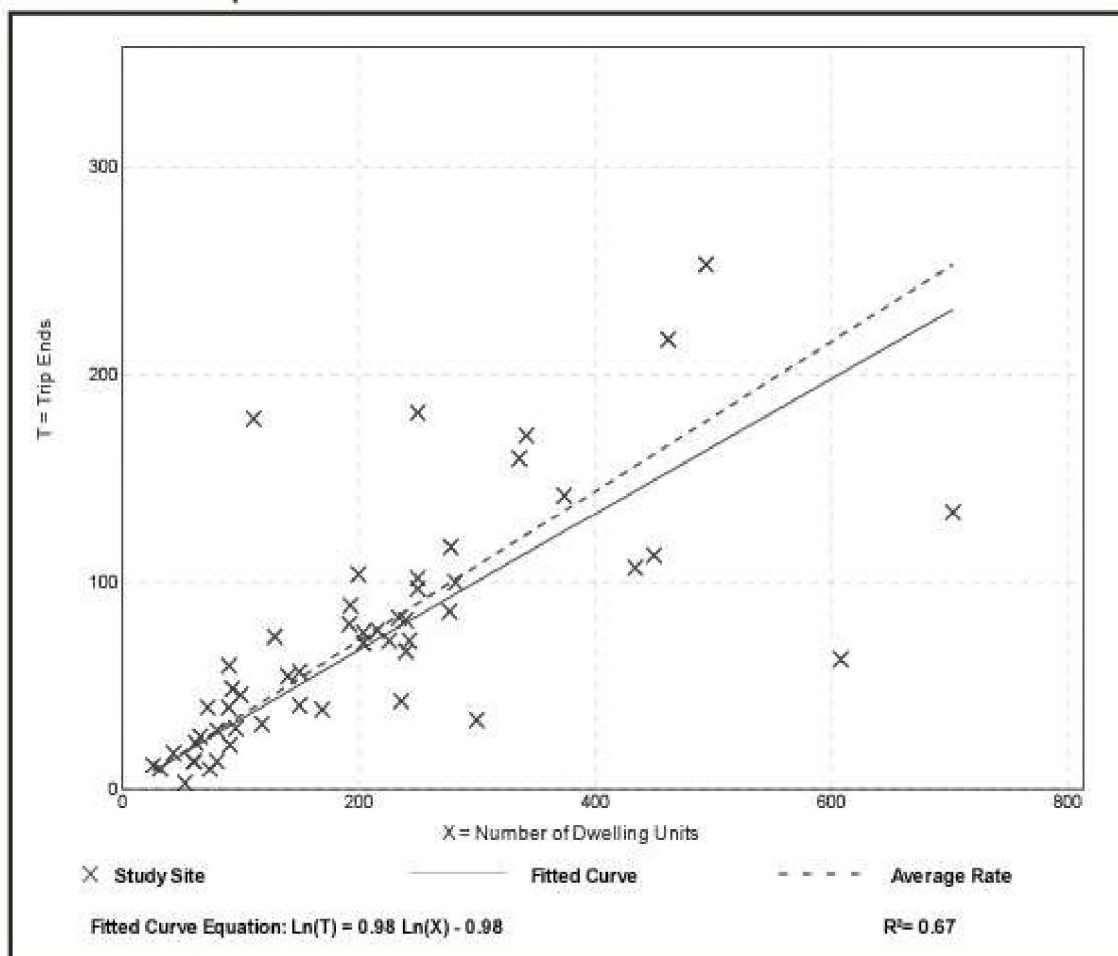
Avg. Num. of Dwelling Units: 207

Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.36	0.06 - 1.61	0.19

Data Plot and Equation



Multifamily Housing (Mid-Rise) (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 60

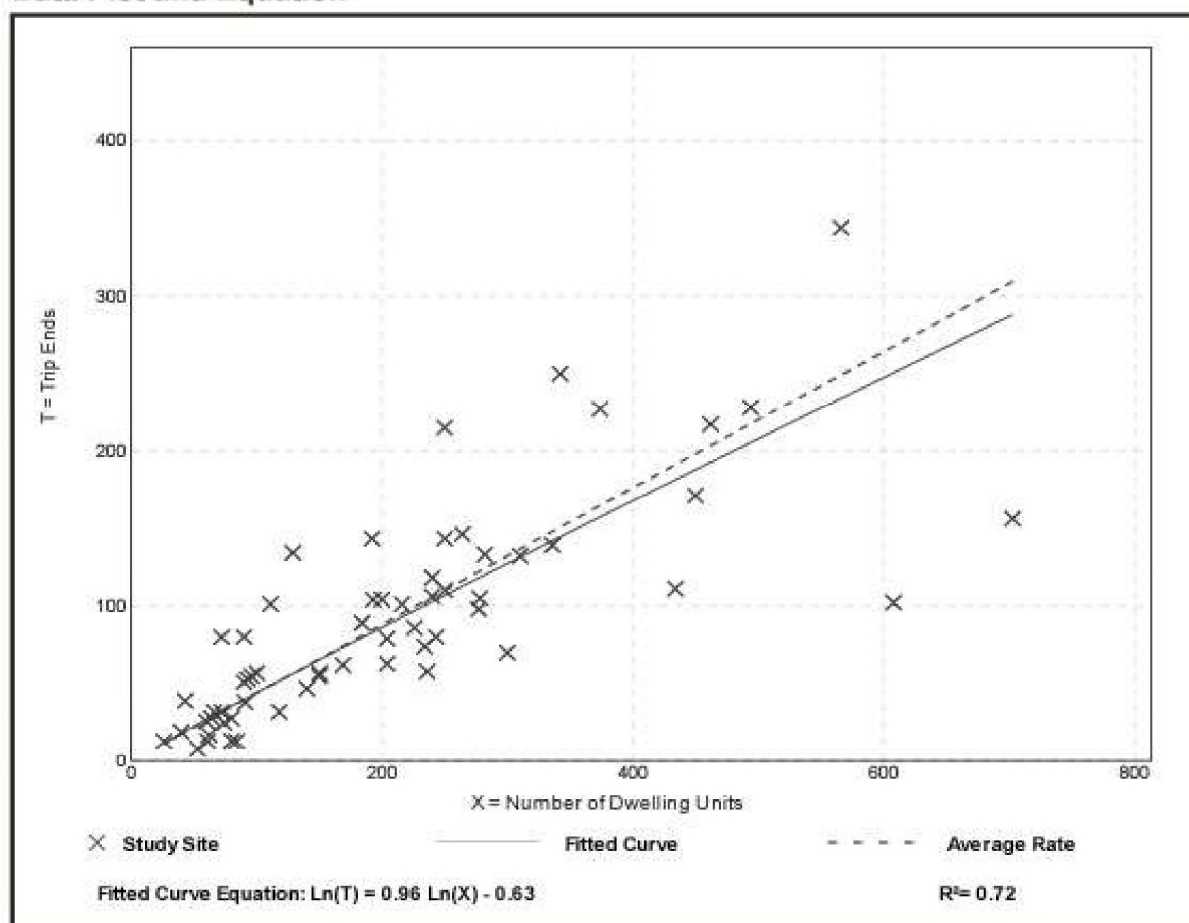
Avg. Num. of Dwelling Units: 208

Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.44	0.15 - 1.11	0.19

Data Plot and Equation



Land Use: 820 Shopping Center

Description

A shopping center is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. A shopping center's composition is related to its market area in terms of size, location, and type of store. A shopping center also provides on-site parking facilities sufficient to serve its own parking demands. Factory outlet center (Land Use 823) is a related use.

Additional Data

Shopping centers, including neighborhood centers, community centers, regional centers, and super regional centers, were surveyed for this land use. Some of these centers contained non-merchandising facilities, such as office buildings, movie theaters, restaurants, post offices, banks, health clubs, and recreational facilities (for example, ice skating rinks or indoor miniature golf courses).

Many shopping centers, in addition to the integrated unit of shops in one building or enclosed around a mall, include outparcels (peripheral buildings or pads located on the perimeter of the center adjacent to the streets and major access points). These buildings are typically drive-in banks, retail stores, restaurants, or small offices. Although the data herein do not indicate which of the centers studied included peripheral buildings, it can be assumed that some of the data show their effect.

The vehicle trips generated at a shopping center are based upon the total GLA of the center. In cases of smaller centers without an enclosed mall or peripheral buildings, the GLA could be the same as the gross floor area of the building.

Time-of-day distribution data for this land use are presented in Appendix A. For the 10 general urban/suburban sites with data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 11:45 a.m. and 12:45 p.m. and 12:15 and 1:15 p.m., respectively.

The average numbers of person trips per vehicle trip at the 27 general urban/suburban sites at which both person trip and vehicle trip data were collected were as follows:

- 1.31 during Weekday, AM Peak Hour of Generator
- 1.43 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.46 during Weekday, PM Peak Hour of Generator

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), British Columbia (CAN), California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Nevada, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, and Wisconsin.

Source Numbers

105, 110, 154, 156, 159, 186, 190, 198, 199, 202, 204, 211, 213, 239, 251, 259, 260, 269, 294, 295, 299, 300, 301, 304, 305, 307, 308, 309, 310, 311, 314, 315, 316, 317, 319, 358, 365, 376, 385, 390, 400, 404, 414, 420, 423, 428, 437, 440, 442, 444, 446, 507, 562, 580, 598, 629, 658, 702, 715, 728, 868, 870, 871, 880, 899, 908, 912, 915, 926, 936, 944, 946, 960, 961, 962, 973, 974, 978



Shopping Center (820)

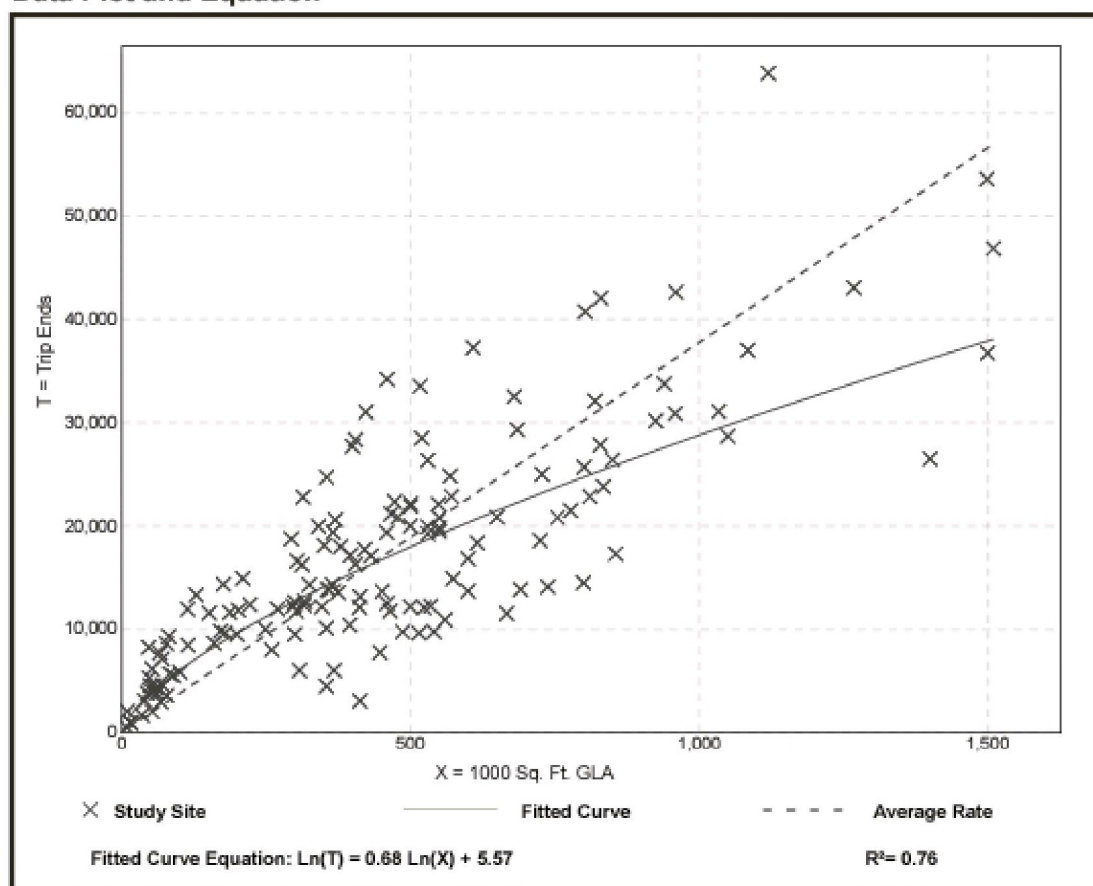
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 147
1000 Sq. Ft. GLA: 453
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
37.75	7.42 - 207.98	16.41

Data Plot and Equation



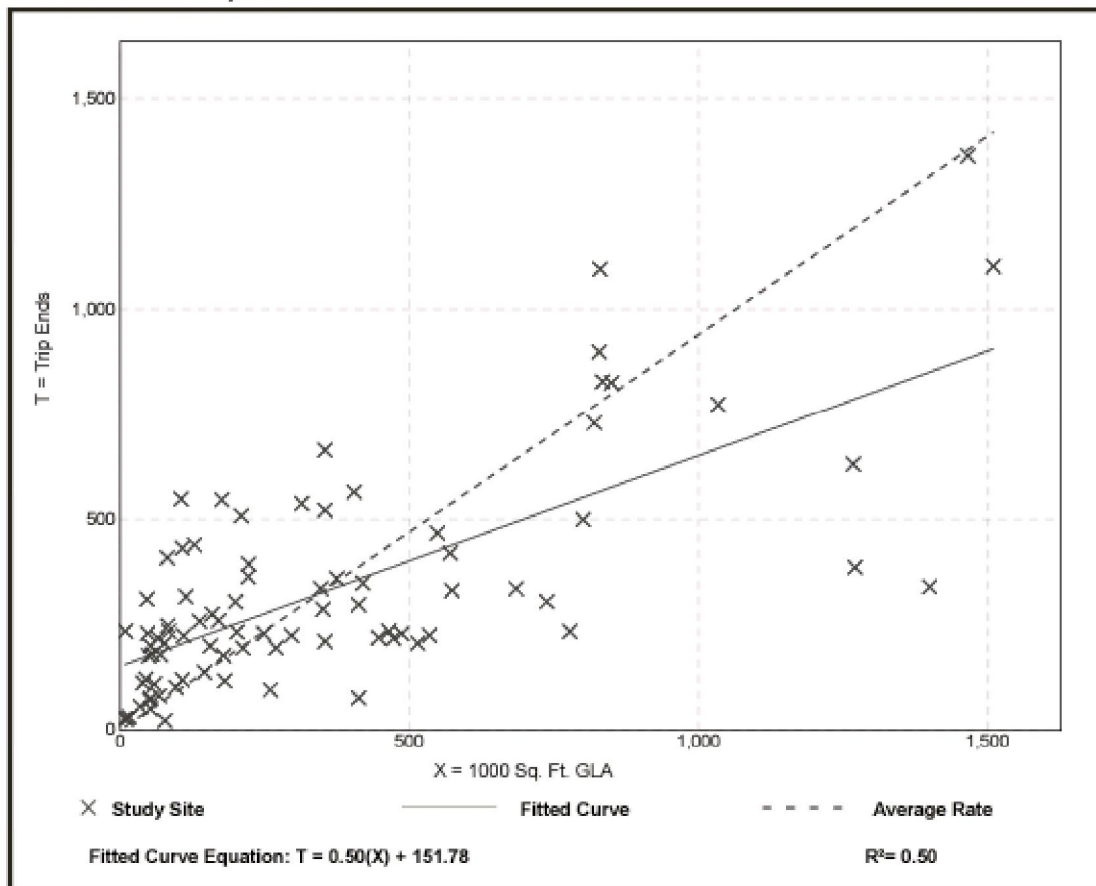
Shopping Center (820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 84
 1000 Sq. Ft. GLA: 351
 Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
0.94	0.18 - 23.74	0.87

Data Plot and Equation



Shopping Center (820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 261
 1000 Sq. Ft. GLA: 327
 Directional Distribution: 48% entering, 52% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
3.81	0.74 - 18.69	2.04

Data Plot and Equation

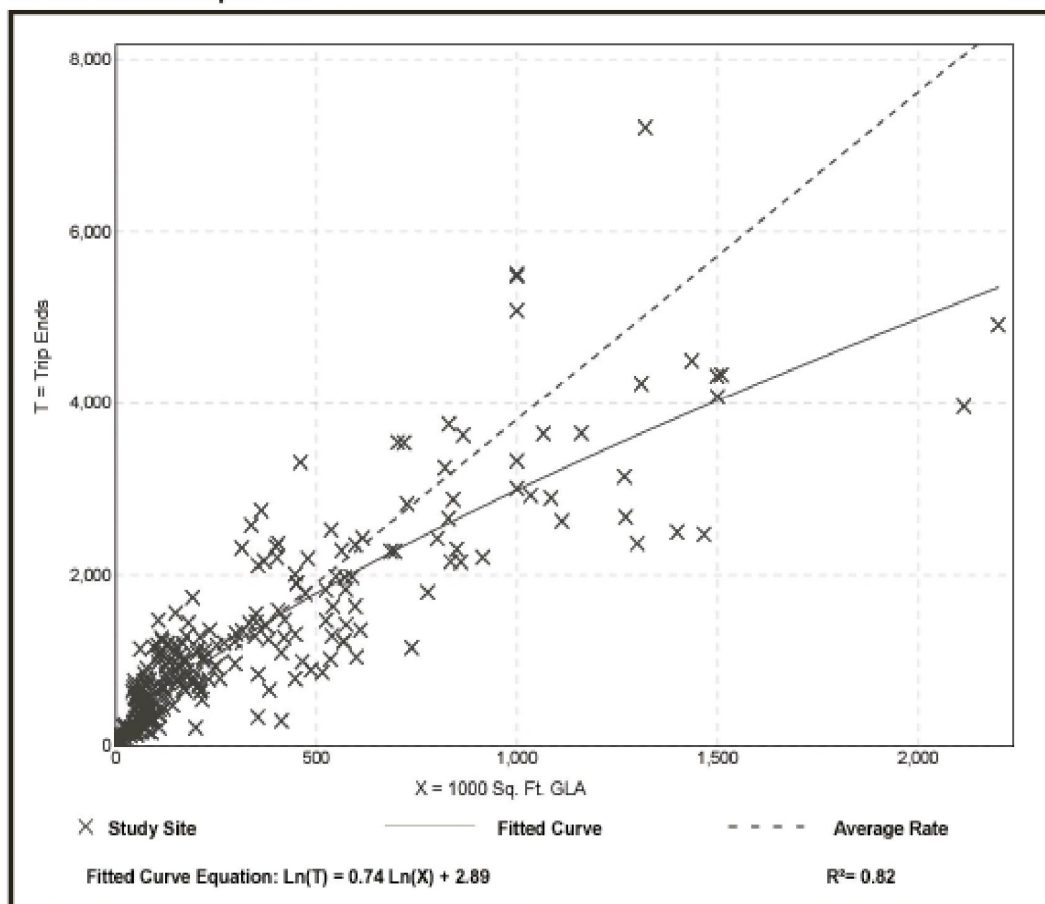


Table E.1 Land Use Codes and Time Periods with Pass-By Data

AM	PM	Land Use Code and Title	Time Period	Table	Figure
	0	565 Day Care Center	Weekday, PM Peak Period	F.2	—
	29%	813 Free-Standing Discount Superstore	Weekday, PM Peak Period	F.3	F.1/F.2
			Saturday, Mid-day Peak Period	F.4	F.3
	34%	814 Variety Store	Weekday, PM Peak Period	F.5	—
	17%	815 Free-Standing Discount Store	Weekday, PM Peak Period	F.6	F.4/F.5
			Saturday, Mid-day Peak Period	F.7	F.6
	26%	816 Hardware/Paint Store	Weekday, PM Peak Period	F.8	—
	34%	820 Shopping Center	Weekday, PM Peak Period	F.9	F.7/F.8
			Saturday, Mid-day Peak Period	F.10	F.9
		843 Automobile Parts Sales	Weekday, PM Peak Period	F.11	—
	28%	848 Tire Store	Weekday, PM Peak Period	F.12	—
	36%	850 Supermarket	Weekday, PM Peak Period	F.13	F.10
	51%	851 Convenience Market (Open 24 Hours)	Weekday, PM Peak Period	F.14	—
63%	66%	853 Convenience Market with Gasoline Pumps	Weekday, AM Peak Period	F.15	F.11
			Weekday, PM Peak Period	F.16	F.12/F.13
	21%	854 Discount Supermarket	Weekday, PM Peak Period	F.17	F.14
	37%	857 Discount Club	Weekday, PM Peak Period	F.18	—
			Saturday, Mid-day Peak Period	F.19	—
	42%	862 Home Improvement Superstore	Weekday, PM Peak Period	F.20	—
		863 Electronics Superstore	Weekday, PM Peak Period	F.21	—
	53%	880 Pharmacy/Drugstore without Drive-Through Window	Weekday, PM Peak Period	F.22	—
	49%	881 Pharmacy/Drugstore with Drive-Through Window	Weekday, PM Peak Period	F.23	—
	53%	890 Furniture Store	Weekday, PM Peak Period	F.24	—
29%	35%	912 Drive-In Bank	Weekday, AM Peak Period	F.25	—
			Weekday, Mid-day Peak Period	F.26	—
			Weekday, PM Peak Period	F.27	F.15
			Saturday, Mid-day Peak Period	F.28	—
	44%	931 Quality Restaurant	Weekday, PM Peak Period	F.29	—
	43%	932 High-Turnover (Sit-Down) Restaurant	Weekday, PM Peak Period	F.30	F.16
49%	50%	934 Fast-Food Restaurant with Drive-Through Window	Weekday, AM Peak Period	F.31	—
			Weekday, PM Peak Period	F.32	F.17
		938 Coffee/Donut Shop with Drive-Through Window and No Indoor Seating (Coffee/Esspresso Stand)	Weekday	F.33/F.34	—
	58%	944 Gasoline/Service Station	Weekday, AM Peak Period	F.35	—
			Weekday, PM Peak Period	F.36	—
62%	56%	945 Gasoline/Service Station with Convenience Market	Weekday, AM Peak Period	F.37	F.18
			Weekday, PM Peak Period	F.38	F.19

89% Weekday

**Table E.9 (Cont'd) Pass-By and Non-Pass-By Trips Weekday, PM
Peak Period Land Use Code 820—Shopping Center**

SIZE (1,000 SQ. FT. GLA)	LOCATION	WEEKDAY SURVEY DATE	NO. OF INTERVIEWS	TIME PERIOD	PASS-BY TRIP (%)	NON-PASS-BY TRIP (%)			ADJ. STREET PEAK HOUR VOLUME	AVERAGE 24-HOUR TRAFFIC	SOURCE
						PRIMARY	DIVERTED	TOTAL			
921	Albany, NY	July & Aug. 1985	196	4:00–6:00 p.m.	23	42	35	77	—	60,950	Raymond Keyes Assoc.
108	Overland Park, KS	July 1988	111	4:30–5:30 p.m.	26	61	13	74	—	34,000	—
118	Overland Park, KS	Aug. 1988	123	4:30–5:30 p.m.	25	55	20	75	—	—	—
256	Greece, NY	June 1988	120	4:00–6:00 p.m.	38	62	—	62	—	23,410	Sear Brown
160	Greece, NY	June 1988	78	4:00–6:00 p.m.	29	71	—	71	—	57,306	Sear Brown
550	Greece, NY	June 1988	117	4:00–6:00 p.m.	48	52	—	52	—	40,763	Sear Brown
51	Boca Raton, FL	Dec. 1987	110	4:00–6:00 p.m.	33	34	33	67	—	42,225	Kimley-Horn and Assoc. Inc.
1,090	Ross Twp, PA	July 1988	411	2:00–8:00 p.m.	34	56	10	66	—	51,500	Wilbur Smith and Assoc.
97	Upper Dublin Twp, PA	Winter 1988/89	—	4:00–6:00 p.m.	41	—	—	59	—	34,000	McMahon Associates
118	Tredyffrin Twp, PA	Winter 1988/89	—	4:00–6:00 p.m.	24	—	—	76	—	10,000	Booz Allen & Hamilton
122	Lawnside, NJ	Winter 1988/89	—	4:00–6:00 p.m.	37	—	—	63	—	20,000	Pennoni Associates
126	Boca Raton, FL	Winter 1988/89	—	4:00–6:00 p.m.	43	—	—	57	—	40,000	McMahon Associates
150	Willow Grove, PA	Winter 1988/89	—	4:00–6:00 p.m.	39	—	—	61	—	26,000	Booz Allen & Hamilton
153	Broward Cnty., FL	Winter 1988/89	—	4:00–6:00 p.m.	50	—	—	50	—	85,000	McMahon Associates
153	Arden, DE	Winter 1988/89	—	4:00–6:00 p.m.	30	—	—	70	—	26,000	Orth-Rodgers & Assoc. Inc.
154	Doylestown, PA	Winter 1988/89	—	4:00–6:00 p.m.	32	—	—	68	—	29,000	Orth-Rodgers & Assoc. Inc.
164	Middletown Twp, PA	Winter 1988/89	—	4:00–6:00 p.m.	33	—	—	67	—	26,000	Booz Allen & Hamilton
166	Haddon Twp, NJ	Winter 1988/89	—	4:00–6:00 p.m.	20	—	—	80	—	6,000	Pennoni Associates
205	Broward Cnty., FL	Winter 1988/89	—	4:00–6:00 p.m.	55	—	—	45	—	62,000	McMahon Associates

**Table E.9 (Cont'd) Pass-By and Non-Pass-By Trips Weekday, PM Peak Period
Land Use Code 820—Shopping Center**

SIZE (1,000 SQ. FT. GLA)	LOCATION	WEEKDAY SURVEY DATE	NO. OF INTERVIEWS	TIME PERIOD	PASS-BY TRIP (%)	NON-PASS-BY TRIP (%)			ADJ. STREET PEAK HOUR VOLUME	AVERAGE 24-HOUR TRAFFIC	SOURCE
						PRIMARY	DIVERTED	TOTAL			
237	W. Windsor Twp, NJ	Winter 1988/89	—	4:00–6:00 p.m.	48	—	—	52	—	46,000	Booz Allen & Hamilton
242	Willow Grove, PA	Winter 1988/89	—	4:00–6:00 p.m.	37	—	—	63	—	26,000	McMahon Associates
297	Whitehall, PA	Winter 1988/89	—	4:00–6:00 p.m.	33	—	—	67	—	26,000	Orth-Rodgers & Assoc. Inc.
360	Broward Cnty., FL	Winter 1988/89	—	4:00–6:00 p.m.	44	—	—	56	—	73,000	McMahon Associates
370	Pittsburgh, PA	Winter 1988/89	—	4:00–6:00 p.m.	19	—	—	81	—	33,000	Wilbur Smith
150	Portland, OR	—	519	4:00–6:00 p.m.	68	6	26	32	—	25,000	Kittelson and Associates
150	Portland, OR	—	655	4:00–6:00 p.m.	65	7	28	35	—	30,000	Kittelson and Associates
760	Calgary, Alberta	Oct.-Dec. 1987	15,436	4:00–6:00 p.m.	20	39	41	80	—	—	City of Calgary DOT
178	Bordentown, NJ	Apr. 1989	154	2:00–6:00 p.m.	35	—	—	65	—	37,980	Raymond Keyes Assoc.
144	Manalapan, NJ	July 1990	176	3:30–6:15 p.m.	32	44	24	68	—	69,347	Raymond Keyes Assoc.
549	Natick, MA	Feb. 1989	—	4:45–5:45 p.m.	33	26	41	67	—	48,782	Raymond Keyes Assoc.

Average Pass-By Trip Percentage: 34
"—" means no data were provided

EXHIBIT K

Mass Transit Service Letter



Transportation Department

TRANSIT DIVISION-Service and Capital Planning

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8482

VIA EMAIL

October 28, 2019

Cynthia A. Pasch, AICP
Land Planner
Greenspoon Marder, P.A.
Trade Centre South, Suite 700
100 W. Cypress Creek Rd
Fort Lauderdale, FL 33309-2140

RE: Transit Verification Letter – US-1 & NE 2nd St LUPA

Dear Ms. Pasch:

Broward County Transit (BCT) has reviewed your correspondence dated October 24th, 2019 regarding the Land Use Plan Amendment (LUPA) of a 5+/- acre property located on the northwest corner of US-1 and NE 2nd St in the City of Deerfield Beach for current and planned transit service. The current transit service provided within a quarter mile of the amendment site is limited to BCT Route 10, 48, and the City of Deerfield Beach Community Shuttle Express II. Please refer to the following table for detailed information.

BUS ROUTE	DAYS OF SERVICE	SERVICE SPAN A.M. – P.M	SERVICE FREQUENCY
10	Weekday Saturday Sunday	5:10a – 11:56p 5:10a – 11:22p 8:20a – 9:35p	22-30 minutes 30 minutes 41 minutes
48	Weekday Saturday	5:40a – 9:01p 6:15a – 9:01p	55 minutes 55 minutes
Deerfield Beach Community Shuttle Express II	Weekday	8:00a – 4:00p	60 minutes

As part of the 30 year, one-cent surtax for transportation, BCT will be implementing a number of fixed route bus improvements, including shorter headways and increased span of service on weekdays and weekends, for BCT Route 10 and 48. Planned FY 2020

Broward County Board of County Commissioners

Mark D. Bogen • Beam Furr • Steve Geller • Dale V.C. Holness • Lamar P. Fisher • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
Broward.org



Transportation Department

TRANSIT DIVISION-Service and Capital Planning

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8482

improvements include the extension of the western segment of Route 48 to the Coconut Creek Casino on Sample Rd via US-441 / SR-7.

BCT can accommodate additional transit demand, as described in the Mass Transit Analysis, with planned fixed route bus service to the amendment site.

Please be advised that the needs of any existing or future bus stops located adjacent or within the amendment site will be addressed during the project's development review process.

BCT has no objections to this LUPA but recommends that any proposed development on the amendment site be designed to provide safe movement for pedestrians and bicycles including transit connectivity between the existing sidewalk / bicycle network and proposed future bus stops.

Please feel free to call me at 954-357-6543 or email me at luortiz@broward.org if you require any additional information or clarification on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Luis R. Ortiz Sánchez".

Luis R. Ortiz Sánchez
Service Planner
Service and Capital Planning

Broward County Board of County Commissioners

Mark D. Bogen • Beam Furr • Steve Geller • Dale V.C. Holness • Chip LaMarca • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
Broward.org

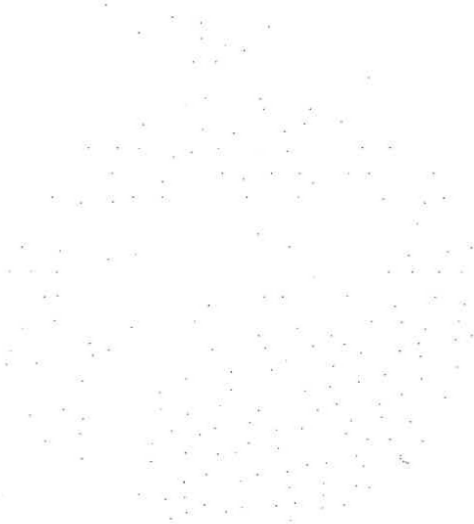
EXHIBIT L

Public School Impact Analysis

The School Board of Broward County, Florida
SCHOOL CONSISTENCY REVIEW REPORT

LAND USE
SBBC-2784-2019
County No: TBD
CRD Federal Property

February 21, 2020



Growth Management
Facility Planning and Real Estate Department
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301
Tel: (754) 321-2177 Fax: (754) 321-2179
www.browardschools.com

SCHOOL CONSISTENCY REVIEW REPORT - LAND USE

PROJECT INFORMATION	IMPACT OF PROPOSED CHANGE	PROPERTY INFORMATION
Date: February 21, 2020	Units Permitted 6 Units Proposed 277	Existing Land Use: Commercial
Name: CRD Federal Property	NET CHANGE (UNITS): 271	Proposed Land Use: Irregular (48.1)
SBBC Project Number: SBBC-2784-2019	Students Permitted Proposed NET CHANGE	Current Zoning: Commercial/RM-10
County Project Number: TBD	Elem 0 8 8	Proposed Zoning: PDD
Municipality Project Number:	Mid 0 4 4	Section: 31
Owner/Developer: CRD Federal LLC	High 0 6 6	Township: 47
Jurisdiction: Deerfield Beach	Total 0 18 18	Range: 43

SHORT RANGE - 5-YEAR IMPACT

Currently Assigned Schools	Gross Capacity	LOS* Capacity	Benchmark** Enrollment	Over/Under LOS	Classroom Equivalent Needed to Meet LOS	% of LOS*** Capacity		
Deerfield Beach Elementary	665	672	592	-80	-4	88.1%		
Deerfield Beach Middle	1,482	1,543	1,178	-365	-16	76.3%		
Deerfield Beach High	2,848	2,848	2,531	-317	-15	88.9%		
Currently Assigned Schools	Adjusted Benchmark	Over/Under LOS-Adj. Benchmark Enrollment	% LOS Capacity Adjusted Benchmark	Projected Enrollment				
				20/21	21/22	22/23	23/24	24/25
Deerfield Beach Elementary	592	-80	88.1%	591	575	560	578	589
Deerfield Beach Middle	1,178	-365	76.3%	1,165	1,133	1,157	1,181	1,205
Deerfield Beach High	2,531	-317	88.9%	2,520	2,531	2,522	2,513	2,484

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code. A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <http://www.broward.k12.fl.us/dsa/EnrollmentProj.shtml>. The annual benchmark enrollment is used to apply individual charter school enrollment impacts against school facility review processes. * This number already represents the higher of 100% gross capacity or 110% permanent capacity. ** The first Monday following Labor Day. *** Greater than 100% represents above the adopted Level Of Service (LOS)

INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

LONG RANGE - TEN-YEAR IMPACT

Impacted Planning Area	School District's Planning Area Data			Aggregate Projected Enrollment				
	Aggregate School Capacity	Aggregate Enrollment	Aggregate Over/(Under) Enrollment	24/25	25/26	26/27	27/28	28/29
Area B - Elementary	20,187	15,834	-4,353	19,169	19,530	19,892	20,253	20,615
Area B - Middle	7,580	6,752	-828	7,820	7,911	8,002	8,092	8,183
Area B - High	12,673	10,618	-2,055	8,821	8,854	8,887	8,920	8,953

CHARTER SCHOOL INFORMATION

Charter Schools within 2-mile radius	2019-20 Contract Permanent Capacity	2019-20 Benchmark** Enrollment	Over/(Under)	Projected Enrollment		
				20/21	21/22	22/23
Somerset Academy Key Middle	495	423	-72	423	423	423
Somerset Key High School	800	228	-572	228	228	228

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code. A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <http://www.broward.k12.fl.us/dsa/EnrollmentProj.shtml>. The annual benchmark school enrollment is used to apply individual charter school enrollment impacts against school facility review processes.

**The first Monday following Labor Day
INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

**PLANNED AND FUNDED CAPACITY ADDITION IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN
(Years 1 - 5)**

School(s)	Description of Capacity Additions
Deerfield Beach Elementary	There no capacity additions scheduled in the ADEFP that would increase the reflected FISH capacity of the school.
Deerfield Beach Middle	There no capacity additions scheduled in the ADEFP that would increase the reflected FISH capacity of the school.
Deerfield Beach High	There no capacity additions scheduled in the ADEFP that would increase the reflected FISH capacity of the school.

**PLANNED CAPACITY ADDITION IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN
(Years 6 - 10)**

Capacity Additions for Planning Area B	
School Level	Comments
Elementary	None
Middle	None
High	None

INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

Comments

Information contained in the application indicates that the approximately 5-acre site is generally located west of North Federal Highway between NE 4th and NE 2nd Streets in the City of Deerfield Beach. The current land use designation for the site is Commercial, which allows 6 mid-rise (all two or more bedroom) residential units. The applicant proposes to change the land use designation to Irregular (48.1) Residential to allow 277 (all two or more bedroom) mid-rise units, which are anticipated to generate 18 additional students (8 elementary, 4 middle, and 6 high) into Broward County Public Schools.

This application was reviewed based on its location in the School District's Long Range Seven Planning Areas, and Ten-Year Long Range Plan contained in the Adopted District Educational Facilities Plan (DEFP). However, the statistical data regarding the Level of Service (LOS) standard status of the actual schools impacted by this land use application in the initial five years of the ten-year period is depicted herein for informational purposes only.

Schools serving the amendment site in the 2019-20 school year are Deerfield Beach Elementary, Deerfield Beach Middle, and Deerfield Beach High. Based on the District's Public School Concurrency Planning Document, all the schools are operating below the adopted LOS of the higher of 100% gross capacities or 110% permanent capacities in the 2019-20 school year. Incorporating the cumulative students anticipated from approved and vested developments anticipated to be built within the next three years (2019-20 – 2021-22), all the schools are expected to operate below the adopted LOS of the higher of 100% gross capacities or 110% permanent capacities through the 2021-22 school year. It should be noted that the school capacity or Florida Inventory of School Houses (FISH) for the impacted schools reflects compliance with the class size constitutional amendment and the permanent capacity additions that are planned for the schools within the first three years of the Five-Year Adopted DEFP, FY 2019-20 – 2023-24. In addition, to ensure maximum utilization of the impacted Concurrency Service Areas, the Board may utilize other options such as school boundary changes to accommodate students generated from developments in the County. Charter schools located within a two-mile radius of the subject site in the 2019-20 school year are depicted herein.

Capital Improvements scheduled in the long-range section of the currently Adopted DEFP Fiscal Years 2019-20 – 2023-24 regarding pertinent impacted schools are depicted above. Based on the School District's Seven Long Range Planning Areas, the amendment site is located within School District Planning Area "B" and the elementary, middle, and high schools currently serving Planning Area "B" and their cumulative student enrollments, cumulative capacities, and pertinent student enrollment projections are depicted herein. Therefore, Planning Area "B" is anticipated to have sufficient excess capacity to support the students generated by the residential units proposed in the Planning Area.

Please be advised that if approved, the units from this project will be subject to a public school concurrency review at the plat, site plan (or functional equivalent) phase of development review, whichever comes first.

INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

School Consistency Review Report - Prepared by the Facility Planning and Real Estate Department - The School Board of Broward County, Florida

Page 4

The School Board of Broward County, Florida
SCHOOL CONSISTENCY REVIEW REPORT
PROJECT NUMBER: SBBC-2784-2019

FEBRUARY 21, 2020
Date

Reviewed By:


Signature

Mohammed Rasheduzzaman, AICP
Name

Planner
Title

EXHIBIT M

State of Florida Historic Preservation Review

 This record search is for informational purposes only and does **NOT** constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does **NOT** provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

October 18, 2019

Cynthia Pasch
Greenspoon Marder, P.A.
200 E Broward Blvd, Suite 1800
Fort Lauderdale, FL 33301
Phone: 954.527.6266
Email: Cynthia.pasch@gmlaw.com



In response to your inquiry of October 17, 2019 the Florida Master Site File lists no archaeological sites, four field surveys, one resource group and no historic structures in the following parcels of Broward County:

Parcel ID: 474331000501, 474331000500, 474331000503 and 474331000502 with a 500 foot buffer as shown on the corresponding map.

When interpreting the results of our search, please consider the following information:

- This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.
- Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.
- While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.
- Federal, state and local laws require formal environmental review for most projects. This search **DOES NOT** constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,



Cody VanderPloeg
Archaeological Data Analyst
Florida Master Site File
Cody.VanderPloeg@dos.myflorida.com

500 South Bronough Street • Tallahassee, FL 32399-0250 • www.flheritage.com/preservation/sitefile
850.245.6440 ph | 850.245.6439 fax | SiteFile@dos.state.fl.us

Florida Master Site File



AR=0
SS=0
CM=0
RG=1
BR=0
Total=1

Created: 10/18/2019

Cultural Resource Roster

SitID	Type	Site Name	Address	Additional Info	SHPO Eval	NR Status
BD04373	RG	Federal Highway	Deerfield Beach	Linear Resource - 1 Contrib Resources	Insufficient Info	

Florida Master Site File



Total=5

Created: 10/18/2019

Manuscript Roster

MS#	Title	Publication Information	Year
3633	An Archaeological Survey of Broward County, Florida: Phase II	Archaeological and Historical Conservancy, Inc., Miami. Submitted to The Broward County Office of Planning, Ft. Lauderdale.	1993
9920	An Archaeological and Historical Survey of the Proposed Deerfield Beach Tennis Center Tower Location in Broward County, Florida	Panamerican Consultants, Inc., Tampa. Submitted to ATC Associates, Inc.	2004
10053	An Archaeological and Historical Survey of the Proposed Dixie/Hillsboro Boulevard Tower Location in Broward County, Florida	Panamerican Consultants, Inc., Tampa. Submitted to EPAC Environmental Services, Inc.	2004
14000	Cultural Resources Reconnaissance Study South Florida East Coast Corridor Transit Analysis Miami-Dade, Broward and Palm Beach Counties	Janus Research, Inc., Tampa, in Conjunction with Gannett Fleming, Inc., Miami. Prepared for Florida Department of Transportation, District 4, Fort Lauderdale	2006
18793	Desktop Analysis and Reconnaissance Survey of the Sidewalk Improvements to NE 2nd Street from NE 6th Avenue to US 1 (N. Federal Highway) in Deerfield Beach, Broward County, Florida Financial Management Number: 425713-1	Janus Research, 1107 N. Ward Str., Tampa, FL 33607	2011

Cultural Resource Search 500 Foot Buffer Broward County



EXHIBIT N

Affordable Housing Analysis

An Affordable Housing Market Assessment in the City of Deerfield Beach, Florida

February 14, 2020



Report Commission

This report was commissioned in order to satisfy BrowardNext County Land Use Plan Policy 2.16.2 for a project that is proposed in the City of Deerfield Beach, Broward County, Florida. That policy requires that “For amendments which propose to add 100 or more residential dwelling units to the existing densities approved by the Broward County Land Use Plan, Broward County and affected municipalities shall coordinate and cooperate to implement the affected municipality’s chosen policies, methods, and programs to achieve and/or maintain a sufficient supply of affordable housing.”

The City of Deerfield Beach has adopted a Comprehensive Plan pursuant to Rule 9J-5.010 of the Florida Administrative Code. Within that adoption document, the City has included a Housing Element that sets forth certain goals, objectives, and policies that are supported through a companion Support Document.

As part of a land use plan amendment application, the Broward County Planning Council requires interim updates of the existing supply and demand for affordable housing and the strategies to be utilized to meet the expected needs.

This report estimates the current (2019) demand and projects (to 2024) the future demand for various housing needs.

The report relies on various public and subscription sources of information regarding demographic, economic, market, and housing data that is referenced throughout the report.



Report Summary

Using the Broward County Planning Council's *Recommended Methodology For Supply and Demand Analysis For Broward County's Affordable Housing Market* (the "methodology"), prepared by Meridian Appraisal Group, the City of Deerfield Beach has a **current surplus of affordable housing for homeownership at the very low- and low-income bands and a slight deficit at the moderate-income band. This generally improves through 2024.**

The methodology demonstrates that **rental properties for those at the very low band are currently in very short supply and will continue to be a challenge for the City.** Rental properties in the Low Band (80% of Median Household Income) will show an increase in the surplus of available properties and the Moderate Band (120% of Median Household Income) **will continue to maintain a surplus, though eroded, through 2024..**

The City continues to make affordable housing a priority and devotes resources in an attempt to address the issues of affordable housing.

Increasing the availability of housing supply will help to make all housing more affordable. The proposed project will add needed housing that will address the diminishing available supply in the City.



Methodology

This study examines current housing conditions within the City of Deerfield Beach, Florida (“the City”), which is generally stated for calendar years 2018/2024 (the latest U.S. Census Bureau American Community Survey data available (CY2018) and the supplemental data source from Esri¹ (CY2019)) and projected to calendar year 2024 using Esri demographic forecasts available for that year.

The Broward County Planning Council engaged Meridian Appraisal Group (MAG) to recommend a methodology for analyzing supply and demand of housing needs throughout Broward County. MAG developed their methodology utilizing published data from the U.S. Census Bureau’s American Community Survey (ACS). This ACS data is available for each municipality in Broward County. The methodology does not describe what methods to use to forecast out the five years required under the Planning Council’s rules. In order to forecast out to the year 2024, Esri’s Community Analyst/Business Analyst databases that provide this information using their sources and methods were used. The MAG methodology is particularly sensitive to the primary factors of Median Household Income and housing stock forecasts. Esri’s forecasts are believed to be reliable and very up-to-date and draw upon a variety of publicly available and proprietary sources Median Household Income (MHI) provides the basis for several benchmarks and assumptions. This number is parsed into three bands: Very Low

¹ Esri is an international supplier of geographic information system software, web GIS and geodatabase management applications. For this study, we have utilized various databases specific to the City of Deerfield Beach that have been prepared by Esri. Products utilized include the Business Analyst, Community Analyst, and ArcGIS systems. Details on how Esri conducts forecasts of demographic and housing information can be found in *Methodology Statement: 2019/2024 Esri US Demographic Updates, An Esri® White Paper, June 2019*.



Income (50% of the MHI); Low Income (50.1% to 80% of MHI); and Moderate Income (80.1% to 120% of MHI). All data used is initially derived from updates to information provided by the 2010 Census.

4



Estimates and Projections of Population, Median Household Income, And Housing Units

The 2018 ACS data for the City of Deerfield Beach and the Esri estimates for 2019 and its forecasts for 2024 are summarized below:

	2018 ACS Estimates	2019 Esri Estimates	2024 Esri Forecasts
Population	80,863	79,483	82,319
Median Household Income	44,142	45,010	52,160
Housing Units, Total	43,648	43,500	44,379
Housing Units, Occupied	33,801	34,781	35,751

The Broward County Property Appraiser (BCPA) notes that for 2019 there were 39,689 residential dwelling units being assessed for fire protection services². Added to this number are dwelling or residential units not assessed or assessed through the mixed use/special use category utilized by BCPA. This is their estimate as of January 1, 2019, which is very close to the ACS estimate collection date. The 2019 Esri estimates of housing units are based upon the ACS 2018 survey, plus Esri's forecasting methodology³.

² Broward County Property Appraiser's Office web link:

<http://www.bcpa.net/Includes/Downloads/2019/FinalFireSummaries/2019%20Final%20Deerfield%20Beach%20Fire%20Recap.pdf>

³ Esri is an international supplier of geographic information system (GIS) software, web GIS and geodatabase management applications. Esri provides subscriptions to various database information they maintain for their GIS software. Some of those databases contain forecasts based upon proprietary methodology developed and maintained by Esri. Housing units are forecasted by Esri using "...[the] recorded change in the housing inventory...culled from several data sources, including multiple construction data inputs from Metrostudy, data for new manufactured homes placed by state from the Census Bureau, and building permits for permit-issuing places and counties. Numerous independent sources are leveraged to obtain detailed information



We believe both estimates to be accurate for the estimated number of housing units for the purposes of this report, but have used the more conservative Esri estimate. The addition of the proposed residential units would increase the supply of rental housing. ***In the absence of this additional supply, housing costs would likely increase across most affordability bands than if the rental housing were not constructed.***

on housing development data where no building permits exist. Independent estimates of change in occupancy are calculated from USPS residential lists, the American Community Survey, and various state and local data sources. Additionally, data from the Current Population Survey and the Housing Vacancy Survey from the Census Bureau is used to model trends in occupancy.” Methodology Statement: 2019/2024 Esri US Demographic Updates, June 2019



Affordable Housing Criteria and Gap Analysis

The Broward County Land Development Code §5-201 defines Affordable Housing as “Housing for which monthly rents or monthly mortgage payments (including taxes and insurance) do not exceed 30 percent of an amount representing the percentage (very low = 50%; low = 80%; moderate = 120%) of the median income limits, as published by the U.S. Department of Housing and Urban Development, adjusted for family size for the households.”

Using the ACS and Esri data and applying that data to the MAG supply and demand model, the “Gap” analysis provided the following estimates of supply, demand, and differences, which uses the 2019 Florida Housing Finance Corporation’s Income Limits and Rent Limits median household income of \$68,600 and the percentage bands previously described:

Gap Analysis, Meridian Appraisal Group Model Utilizing 2018 American Community Survey Data

2019 Florida Housing Finance Corporation Limits, Broward		City of Deerfield Beach							
\$68,600			Demand(D)	Supply(S)	No Gap/(Gap)		Demand(D)	Supply(S)	No Gap/(Gap)
Band Category		Income Band	Owner	Owner	S-D	Income Band	Renter	Renter	S-D
0.0%	50.0%	\$0	7,372	8,035	662	\$0	5,857	2,178	(3,678)
		\$34,300	36.5%	42.5%		\$858	43.1%	17.3%	
50.1%	80.0%		3,535	4,264	730		3,235	5,036	1,801
		\$34,369				\$859			
80.1%	120.0%	\$54,880	17.5%	22.6%		\$1,372	23.8%	40.1%	
			3,626	3,422	(203)		2,385	4,135	1,750
		\$54,949				\$1,374			
		\$82,320	17.9%	18.1%		\$2,058	17.5%	32.9%	



The MAG model shows surpluses in the very low-income and low-income bands and a deficit in the moderate-income band in affordable housing for those who wish to own homes.

The model also shows deficiencies in the Very Low band for rentals. This is not an uncommon finding in an area where housing stocks are expensive and people tend to spend more than 30% of their income on housing and housing-related expenses. Surpluses in rental housing for the low- and moderate-income bands currently exist.

When we applied the Esri forecasted data for 2024 to this model, using a 2.5% median household income growth for the County, we find the following:

**Gap Analysis, Meridian Appraisal Group Model
Utilizing 2024 Esri Forecasted Data**

2024 Estimated HUD Broward County Median Household Income		City of Deerfield Beach, Florida							
\$77,614			Demand(D)	Supply(S)	No Gap/(Gap)		Demand(D)	Supply(S)	No Gap/(Gap)
Affordable Housing Bands	Income Band	Owner	Owner	Supply/Demand	Income Band	Renter	Renter	Supply/Demand	
0.0% 50.0%		8,689	10,126	1,437		7,024	3,033	(3,991)	
	\$0	\$38,807	40.5%	47.2%	\$0	\$970	49.1%	21.2%	
50.1% 80.0%		4,101	4,896	795		3,332	7,202	3,870	
	\$38,885	\$62,091	19.1%	22.8%	\$972	\$1,552	23.3%	50.3%	
80.1% 120.0%		3,473	3,336	(136)		2,255	3,210	955	
	\$62,169	\$93,137	16.2%	15.6%	\$1,554	\$2,328	15.8%	22.4%	

Owing largely to a forecasted increase in the MHI and the anticipated addition new housing units, the model predicts that excess supply will continue in the very low and low-income bands and the deficit in the moderate-income band will shrink for home



ownership. The deficit in the very low-income band will increase, but that surpluses in the low-income and moderate-income bands will remain as a result of increased stock and rising median household incomes relative to a housing stock that is 27% cheaper for single-family homes and 35% cheaper for condominiums than county-wide averages.



Addressing The Demand For Affordable Housing

The City of Deerfield has continually demonstrated its commitment to affordable housing within the City. The City will receive over \$659,318 from CDBG Funds; \$193,098 annually from the Broward County HOME consortium; and \$102,250 in State of Florida SHIP funds. The City expects to receive an additional \$1 million of CDBG funds, \$278,500 in SHIP funds, and \$301,000 in HOME consortium funds under its consolidated plan, almost all of which will be towards affordable housing efforts.

CDBG Initiatives

As part of the City's 2019/2020 Annual Action Plan ("the Plan")⁴ under the Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG), the City has adopted the following:

- I. The City's goals for FY 2019/2020 is to continue to focus on the preservation of affordable housing, providing affordable housing, and providing a suitable living environment for residents in the low to moderate-income areas of the City. Additionally, the City will assist small businesses in economic development activity by providing grants for façade improvements.
 - a. **Preservation of Affordable Housing**
 - i. To conserve and expand the existing housing stock, especially that available to low- and moderate-income persons within the City, and to provide decent, safe and sanitary housing to eligible City residents; to handle the demolition and clearance of unsafe structures; to determine

⁴ Resolution 2019/071 approving the action plan was adopted June 4, 2019, and is the latest annual action plan adopted.



the cost of residential rehabilitation through work write-ups; and to perform necessary inspections of housing units participating in the City's HUD- approved programs.

b. Provide Affordable Housing:

- i. Provide homeownership assistance to low-to moderate-income households through purchase assistance which includes down payment, closing cost, mortgage buy down and interest reduction.

c. Suitable Living Environment

- i. The goal of providing a suitable living environment includes improving the safety and livability of neighborhoods; increasing access to quality public and private facilities and services by upgrading physical improvements such as sidewalk installation, street lighting, and improved public streets. In addition, providing public service programs to seniors in the community.
2. The City expects to complete the following projects related to affordable housing:
 - a. Provided purchase assistance to four (4) households.
 - b. Rehabilitation home repair projects to four (4) households.
 3. The purchase Assistance program the City funds will be leverage with State funds and private bank funds for the mortgage of a property. The homeownership rehabilitation program federal funds are leveraged with State funds as well. When possible, the City will leverage its federal funds with general funds for Capital Improvement projects.
 4. The city owns a limited supply of lots within LMI areas. The city may use these lots for in-fill housing and mix-use development activities in conjunction with local non-profits or private developers.



As noted in the Annual Action Plan, “The City of Deerfield Beach housing market presents significant barriers to developing an adequate supply of affordable housing for low to moderate-income people. The City of Deerfield Beach has taken steps to remove regulatory barriers to affordable housing. The City will continue to educate residents on fair housing best practices and work with non-profits organizations serving low- and moderate-income residents. The City will continue to include strategies within the 2019 Action Plan to prioritize state and federal funding sources for affordable housing. ..”

“The City will review its Comprehensive Plan, its zoning ordinance and building codes to ensure these documents do not contain barriers to affordable housing. Some policies implemented include:

- Permits as defined in s. 163.3177(6)(f)(3) for affordable housing projects are expedited to a greater degree than other projects.
- The City’s Planning and Development Services and Community Development staff through the City Commission maintain an ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Within its prior CDBG Action Plans, the City has submitted to HUD on November 1, 2019, its Consolidated Annual Performance Evaluation Report (CAPER) summarizing its efforts.

The CAPER notes the following items as they relate to affordable housing:

12



1. **Home Repair Program.** For FY2019, 12 low- to moderate- income households received financial assistance for conditions that were a threat to the homeowner's health, safety, and welfare. \$584,324 was spent in total for 5 homes (CDBG), 3 homes (HOME), and 5 homes (SHIP).

2. **Purchase Assistance Program.** During FY2019, 5 households received assistance totaling \$227,977 using CDBG, HOME, an SHIP funding.

13



EXHIBIT O

Conceptual Site Plan



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-535

Agenda Date: 4/6/2021

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Robert Streather as an alternate member to the Marine Advisory Board; 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

Robert Streather has expressed interest in serving on the Marine Advisory Board and has been nominated by Commissioner Parness to serve as an alternate member.

Current Activity

There are currently four (4) regular members with one (1) vacancy and three (3) alternate members with two (2) vacancies.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING ROBERT STREATHER
AS AN ALTERNATE MEMBER TO THE MARINE ADVISORY BOARD;
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Section 2-204 of the City Code provides for the Deerfield Beach Marine Advisory Board to develop information and provide recommendations for programs, regulations and other actions to ensure a well maintained, safe, healthy, and friendly marine environment for the residents and visitors of the City; and

WHEREAS, the members of the Board are appointed by and serve at the pleasure of the City Commission for a term that will expire on May 15th of the year that the term of the appointing Commissioner's term expires; and

WHEREAS, Commissioner Parness has nominated Robert Streather to serve as an alternate member of the Marine Advisory Board.

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. Robert Streather is hereby appointed to serve as an alternate member of the Marine Advisory Board of the City of Deerfield Beach for a term ending May 15, 2025. Mr. Streather shall serve without compensation.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: February 23, 2021

The attached application from Robert Streather for the Marine Advisory 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.

Bernie Parness 2/23/21

Signature:

Date:

Appointing
Elected Official:

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

**CITY OF DEERFIELD BEACH
RECEIVED**

FEB 23 2021

CITY CLERK'S OFFICE

Please return to City Administration for processing.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: MARINE ADVISORY BOARD

Are you willing to be considered for an alternate Board or Committee? Yes ☒ No ☐

Name ROBERT STREATHER

Address 1047 NE 34TH CT

City OAKLAND PARK State FL Zip 33334

Work
I reside in District # (can be found on back of your Voter Registration Card) 3

Year- Round Resident? Yes ☒ No ☐

If No, how what months are you away?

Home Phone *N/A* Work/Mobile Phone (954) 913-9142

E-mail RStreather@cvedb.com

**CITY OF DEERFIELD BEACH
RECEIVED**

Employer CVE Master Management Co. Inc.

FEB 17 2021

Address 3501 West Drive, Deerfield Beach, FL 33442

CITY CLERK'S OFFICE

Occupation (if retired, please indicate and list former occupation) Management/Director of Operations

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

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

Academic: Degrees, Diplomas

High School

Professional: Certification(s)

OSHA Occupational Safety and Health Administration
Irrigation Fundamentals Certification
Successful Landscape Factors Certification
Certified Pool/Spa Operator Certification
Asphalt Issues and Solutions Certification

Knowledge: Training, interest or experience

Commercaill Fisherman - Lobster/Fish/Stone crab
Lake/Wetland and Fisheries Management and Water Quality Assurance
Irrigation Operations and Maintenace
Storm Water Management

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:



Date: 02/17/20

Print Name: ROBERT STREATHER

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

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



MARINE ADVISORY BOARD

Creating Authority:

Ordinance No. 2013/020

Method of Appointment:

Ordinance No. 2013/020 - Five (5) Regular Members; Five (5) Alternate Members

Qualifications:

All members of the board shall either reside within the City or have his/her principal place of business in the City with preference to city residents.

Financial Disclosure:

None

Compensation:

None

Liaison:

Patrick Bardes, Coastal and Waterway Coordinator, (954) 480-1426

Meeting Dates:

3rd Thursday of each month, 6:00 p.m. in the City Commission Chambers, City Hall

Functions and Responsibilities:

The Marine Advisory Board shall develop information and provide recommendations for programs, regulations and other actions to insure a well maintained, safe, healthy and friendly marine environment for the residents of the City and visitors to the City.

The Board shall elect a chair and a vice chair to preside at its meetings and shall also elect such other officers, as the Board may deem necessary.

Name <i>Regular Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Katherine Hendrickson (Mayor)	341 SW 3 rd Street Boca Raton, FL 33432	561-827- 9078 357-5113	SELF	2017/055	05/16/17	5/15/21
Sacha Ramon (District 1)	944 SE 5 th Street Deerfield Beach, FL 33441	305-610- 0655	SELF	2019/051	05/07/19	5/15/23
VACANT (District 2)	Deerfield Beach, FL 33432	856-6221 (C)	Pennell			
Melvin Nass (District 3)	3081 Oakridge U Deerfield Beach, FL 33442	684-6881	Wechterman	2017/142	07/07/17	5/15/21
Julie Cisneros (District 4)	360 Jefferson Drive, Unit 4 Deerfield Beach, FL 33442	719-373- 8173	NEW	2017/055	05/16/17	5/15/21

Name <i>Alternate Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Kathleen Lotz (Mayor)	941 SE 7 th Street Deerfield Beach, FL 33441	561-674- 3866	NEW	2017/116	09/05/17	05/15/21
Michael Dipple (District 1)	1537 E. Hillsboro Blvd, #939 Deerfield Beach, FL 33441	407-230- 0784	SELF	2019/051	05/07/19	05/15/23
VACANT (District 2)	Deerfield Beach, FL 33441					
VACANT (District 3)	Deerfield Beach, FL 33442		NEW			05/15/21
Chauncey Chapman (District 4)	191 NW 47 th Ave Deerfield Beach, FL 33442	510-506- 2500	Cohen	2019/051	05/07/19	05/15/21



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-566

Agenda Date: 4/6/2021

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Judith Stanich as a member of the Public Art Program Committee; 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 Public Art Program Committee (the "Committee") was created in 2020 to review proposed artwork to be acquired under the City's Public Art Program; to screen submissions and make recommendations to the City Manager and City Commission, subject to the City Commission's final approval. Each acquisition should not be more than three (3) possible selections, which can be existing works of art or new commissions.

Current Activity

The Committee consists of seven (7) members total, three (3) employees from one or more city departments as designated and selected by the City Manager or designee, and each City Commissioner (excluding the Mayor) shall be permitted to appoint one member. Judith Stanich has expressed interest in being appointed to the Committee and has been nominated by Commissioner Drosky.

Upon approval, there will be one (1) regular member with six (6) vacancies.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING JUDITH STANICH
AS A MEMBER OF THE PUBLIC ART PROGRAM COMMITTEE;
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Section 14-135 of the City Code provides for the City's Public Art Program Committee (the "Committee") to consist of seven members; and

WHEREAS, Section 14-135 provides that the City Manager or designee shall select three employees to serve on the Committee and that each Commissioner shall be permitted to appoint one member to the Committee; and

WHEREAS, Commissioner Todd Drosky has nominated Judith Stanich to serve as a member of the Committee.

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

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

Section 2. Judith Stanich is hereby appointed to serve as a member on the Public Art Program Committee. Ms. Stanich shall serve without compensation.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: March 10, 2021

The attached application from Judith Stanich for the

Public Art Committee

has been received.

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

☒ Regular Member

☐ Alternate Member

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

[Signature] 3-11-2021

Signature:

Date:

Appointing
Elected Official:

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

**CITY OF DEERFIELD BEACH
RECEIVED**

MAR 12 2021

CITY CLERK'S OFFICE

Please return to City Administration for processing.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Public Art

Are you willing to be considered for an alternate Board or Committee? Yes ☐ No ☒

Name Judith Stanich

Address 2257 Deer Creek Alba Way

City Deerfield Beach State 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 (954) 461-1152 Work/Mobile Phone (954) 461-1152

E-mail judithofDFB@gmail.com

Employer University Medical Associates

Address 7280 W Palmetto Park Rd #205N Boca Raton FL 33433

Occupation (if retired, please indicate and list former occupation) Office Manager

Please list any governmental Advisory Boards or Committees on which you currently serve:
Deerfield Beach Historical Society, Kiwanis, Friends of the Arboretum

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

Professional: Certification(s)

Knowledge: Training, interest or experience

Formerly Interior Design

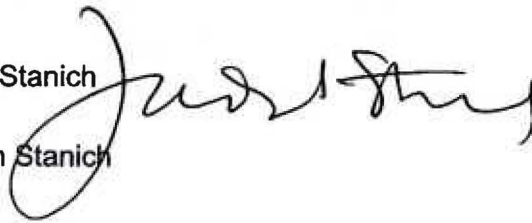
Community Involvement: List organizations/positions

VP DFB Hist Society, Kiwanis, Friends of the Arboretum, past DFB Cultural Committee

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: Judith Stanich



Date: 03/10/20

Print Name: Judith Stanich

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

Fax: 954-480-4323
E-mail: web.clerk@deerfield-beach.com

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



PUBLIC ART COMMITTEE

Creating Authority:

Ordinance No. 2020/006

Method of Appointment:

Seven (7) Members

Financial Disclosure:

None

Compensation:

None

Liaison:

City Manager or designee (954) 480-4263

Meeting Dates:

Once a month, additional special meetings may be held at the call of the City Manager at such other times as the City Manager may determine.

Functions and Responsibilities:

Review proposed artwork to be acquired under the City's Public Art Program; to screen submissions and make recommendations to the City Manager and City Commission, subject to the City Commission's final approval. Each acquisition should not more than three (3) possible selections, which can be existing works of art or new commissions.

The staff liaison to the Committee or designee shall keep minutes of the Committee proceedings and shall record the vote of each member on items requiring Committee action.

Method of Appointment:

The City's Public Art Program Committee ("Committee") shall consist of seven members: (i) a total of three employees from one or more City departments as designated and selected by the City Manager or designee, and (ii) each City Commissioner (excluding the Mayor) shall be permitted to appoint one member. An Art-In-Public Places ("AIPP") consultant may be contracted by the City to advise the Committee. The Committee's membership needs not be for a fixed term and may be changed from time to time by the City Manager.

Quorum:

Quorum shall be reached when no less than three Committee members are present.

Name <i>Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed
(District 1)			NEW		
(District 2)			NEW		
(District 3)			NEW		
(District 4)			NEW		
(City Employee)			NEW		
(City Employee)			NEW		
(City Employee)			NEW		



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-529

Agenda Date: 4/6/2021

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Thomas Plaut, William Lane and Michelle Balaun as regular members to the Planning and Zoning Board; providing for service without compensation; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Section 98-115 of the City's Land Development Code ("Section 98-115") provides for the City of Deerfield Beach Planning and Zoning Board ("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

Thomas Plaut, William Lane and Michelle Balaun have all expressed interest in continuing to serve on the Planning & Zoning Board as regular members. Mayor Bill Ganz has nominated Mr. Plaut, Commissioner Parness has nominated Mr. Lane and Commissioner Drosky has nominated Ms. Balaun.

Upon approval there will be five (5) regular members with no vacancies and three (3) alternates with two (2) vacancies.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, REAPPOINTING THOMAS
PLAUT, WILLIAM LANE AND MICHELLE BALAUN AS REGULAR
MEMBERS TO THE PLANNING AND ZONING BOARD;
PROVIDING FOR SERVICE WITHOUT COMPENSATION; 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, Thomas Plaut, William Lane and Michelle Balaun have expressed an interest in continuing to serve on the Board; and

WHEREAS, Mayor Bill Ganz has nominated Thomas Plaut, Commissioner Bernie Parness has nominated William Lane and Commissioner Todd Drosky has nominated Michelle Balaun to serve as members of the Board.

**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. Thomas Plaut is hereby reappointed by Mayor Ganz, William Lane is hereby reappointed by Commissioner Parness and Michelle Balaun is hereby reappointed by Commissioner Drosky and the appointees are approved to serve as regular members on the Planning & Zoning Board for a term ending on April 30, 2025.

Section 3. Mr. Plaut, Mr. Lane and Ms. Balaun shall serve without compensation and are required to file a financial disclosure statement in accordance with Florida Statutes.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: February 16, 2021

The attached application from Thomas Plaut for the

Planning and 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:

Date:

2-16-21

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.

**CITY OF DEERFIELD BEACH
RECEIVED**

FEB 16 2021

CITY CLERK'S OFFICE



February 10, 2021

Thomas Plaut
3920 NW 4th Court
Deerfield Beach, FL 33442

RE: Planning and Zoning Board

Dear Mr. Plaut:

As your current term on the **Planning and Zoning Board** of the City of Deerfield Beach expires soon; the City Commission has requested that we determine whether you wish to be considered for re-appointment. Upon receipt of your reply, we will inform the Commission of your decision.

Whether or not you desire to continue to serve on the Planning and Zoning Board, the Commission would like to have the benefit of your knowledge gained during your tenure. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Lastly, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents. Further, I recognize the sacrifices of your time and efforts in contributing to the success of the Board.

If you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

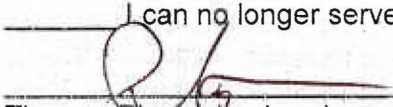
Sincerely,


Samantha Gillyard, CMC, City Clerk

Please return the letter to the City Clerk's Office by March 31, 2021. A self-addressed envelope is enclosed for your convenience.

☒ I would like to serve another term on the Planning and Zoning Board.

☐ I can no longer serve.


Thomas Plaut (sign here)

SG/tb



Nominating Form

Application for Appointment to Board or Committee

Date: March 15, 2021

The attached application from William Lane for the
Planning and 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.

Benjamin Parness 3/24/21

Signature:

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.



CITY OF DEERFIELD BEACH
RECEIVED

MAR 15 2021

CITY CLERK'S OFFICE

February 10, 2021

William Lane
11 Tilford A
Deerfield Beach, FL 33442

RE: Planning and Zoning Board

Dear Mr. Lane:

As your current term on the **Planning and Zoning Board** of the City of Deerfield Beach expires soon; the City Commission has requested that we determine whether you wish to be considered for re-appointment. Upon receipt of your reply, we will inform the Commission of your decision.

Whether or not you desire to continue to serve on the Planning and Zoning Board, the Commission would like to have the benefit of your knowledge gained during your tenure. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Lastly, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents. Further, I recognize the sacrifices of your time and efforts in contributing to the success of the Board.

If you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

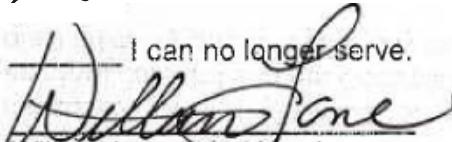
Sincerely,


Samantha Gillyard CMC, City Clerk

Please return the letter to the City Clerk's Office by March 31, 2021. A self-addressed envelope is enclosed for your convenience.

☒

I would like to serve another term on the Planning and Zoning Board.

☐ I can no longer serve.

William Lane (sign here)

SG/tb



Nominating Form

Application for Appointment to Board or Committee

Date: February 18, 2021

The attached application from Michelle Balaun for the Planning and 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:

Date:

Appointing
Elected Official:

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

**CITY OF DEERFIELD BEACH
RECEIVED**

FEB 22 2021

CITY CLERK'S OFFICE

Please return to City Administration for processing.



February 10, 2021

Michelle Balaun
2287 Woodlands Way
Deerfield Beach, FL 33442

RE: Planning and Zoning Board

Dear Ms. Balaun:

As your current term on the **Planning and Zoning Board** of the City of Deerfield Beach expires soon; the City Commission has requested that we determine whether you wish to be considered for re-appointment. Upon receipt of your reply, we will inform the Commission of your decision.

Whether or not you desire to continue to serve on the Planning and Zoning Board, the Commission would like to have the benefit of your knowledge gained during your tenure. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Lastly, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents. Further, I recognize the sacrifices of your time and efforts in contributing to the success of the Board.

If you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,


Samantha Gillyard, CMC, City Clerk

Please return the letter to the City Clerk's Office by March 31, 2021. A self-addressed envelope is enclosed for your convenience.

X I would like to serve another term on the Planning and Zoning Board.

 I can no longer serve.


Michelle Balaun (sign here)

**CITY OF DEERFIELD BEACH
RECEIVED**

FEB 18 2021

SG/tb

CITY CLERK'S OFFICE



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 <i>Regular Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Thomas Plaut (Mayor)	3920 NW 4 th 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 47 th Place Deerfield Beach, FL 33064	242-1899	NEW	2019/053	5/7/2019	04/30/23
Brian Bennett (District 2)	650 SW 14 th Place Deerfield Beach, FL 33441	274-9621	SELF	2019/041	05/01/19	04/30/23
William Lane (District 3)	11 Tilford A Deerfield Beach, FL 33442	754-212-2936 (h) 814-969-4226 (C)	TOWERS	2020/178	12/01/20	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 <i>Alternate Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
David Kurlander (Mayor)	1103 SE 7 th Street Deerfield Beach, FL 33441	954-650-0725	NEW	2021/029	5/1/21	04/30/25
John Gibilaro (District 1)	800 SE 20 th 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



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-557

Agenda Date: 4/6/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, extending the State of Local Emergency regarding COVID-19 until May 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.

Current Activity

The City Commission's most recent extension of the State of Local Emergency is set to expire on April 17, 2021, 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 April 27, 2021, which date may be further extended. The enclosed Resolution extends the City's State of Local Emergency until May 17, 2021. Due to the evolving nature of the COVID-19 emergency, continued CDC recommendations regarding social distancing and large gatherings, and the reopening of businesses, establishments and amenities, a further extension of the Local State of Emergency until May 17, 2021 is proposed.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, EXTENDING THE STATE OF LOCAL
EMERGENCY REGARDING COVID-19 UNTIL MAY 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 February 26, 2021, Governor DeSantis issued Executive Order 20-316, extending the State of Emergency in the State of Florida due to COVID-19 until April 27, 2021; and

WHEREAS, the City Commission has extended the State of Local Emergency until April 17, 2021; and

WHEREAS, the City is aware of an increase in confirmed cases of COVID-19 within its jurisdictional boundaries, and the confirmed cases within Broward County continue to increase daily; and

WHEREAS, due to the evolving nature of the COVID-19 emergency, continued CDC recommendations regarding social distancing and large gatherings, and the 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 May 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 May 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 _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-571

Agenda Date: 4/6/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing execution of a Construction Agreement and a Maintenance Agreement with the Florida Department of Transportation for installation and maintenance of brick pavers, curbing, landscaping, bollard lighting, and street lighting within a portion of State Road A1A/South Ocean Drive; authorizing the City Manager to execute the Construction Agreement and Maintenance Agreement; 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 Deerfield Beach Community Redevelopment Agency (DBCRA) is in the process of undergrounding overhead utilities and installing brick pavers, curbing, landscaping, bollard lighting, and street lighting in the right-of-way along a portion of State Road A1A/South Ocean Drive (the "Project"). The project is estimated to cost \$1.75 million and will be paid for using DBCRA Tax Increment Revenue (TIR). Project design, construction and first year warranty administration will be managed by CRA staff.

Current Activity

The S-Curve Undergrounding and Streetscape project is currently in the design phase. To prepare for the upcoming construction phase, approvals from the the Florida Department of Transportation ("FDOT") are required. Approvals require agreements with the City and FDOT to ensure proper construction of the brick pavers, curbing, landscaping, bollard lighting, and street lighting within state right-of-way of the Project (the "Construction Agreement") and to ensure proper maintenance of the Project (the "Maintenance Agreement"). FDOT will only accept a construction agreement from the City, not the CRA. Further, the maintenance agreement must also be with the City, as the City will be responsible for maintenance after the project is constructed.

Recommendation

Staff recommends City Commission approval of this item.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING EXECUTION OF A CONSTRUCTION AGREEMENT AND A MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR INSTALLATION AND MAINTENANCE OF BRICK PAVERS, CURBING, LANDSCAPING, BOLLARD LIGHTING, AND STREET LIGHTING WITHIN A PORTION OF STATE ROAD A1A/SOUTH OCEAN DRIVE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSTRUCTION AGREEMENT AND MAINTENANCE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City is undergrounding overheard utilities and installing brick pavers, curbing, landscaping, bollard lighting, and street lighting in the right-of-way along a portion of State Road A1A/South Ocean Drive (the “Project”); and

WHEREAS, the Florida Department of Transportation (“FDOT”) requires that an agreement be in place between the City and FDOT to ensure proper construction of the Project (the “Construction Agreement”); and

WHEREAS, FDOT also requires that an agreement be in place between the City and FDOT to ensure proper maintenance of the Project (the “Maintenance Agreement”); and

WHEREAS, City Staff recommends the City Commission authorize execution of a Construction Agreement with FDOT, substantially in the form attached as Exhibit “A,” and a Maintenance Agreement with FDOT for the Project.

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 Manager is hereby authorized to execute a Construction Agreement with FDOT, substantially in the form attached as Exhibit “A,” and a Maintenance Agreement with FDOT, subject to the terms being acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3. The appropriate City officials are authorized to take all necessary steps to carry out the aims of this Resolution.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

EXHIBIT A

Construction Agreement No.: **2020-C-491-00006**

THIS CONSTRUCTION AGREEMENT (this “Agreement”) is made and entered into by and between the State of Florida, Department of Transportation, 3400 West Commercial Blvd, Ft. Lauderdale, FL 33309 (hereinafter referred to as the “DEPARTMENT”) and The City of Deerfield Beach, 150 NE 2nd Avenue, Deerfield Beach, FL 33441 (hereinafter referred to as the “Construction Coordinator”).

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 339.282, Florida Statutes, the DEPARTMENT may contract with a property owner to finance, construct, and improve public transportation facilities; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to
SR A1A Section 86050 Subsection 000 /000 from Begin MP 15.205 to End MP 16.269
Local Name South Ocean Drive located in Broward County (hereinafter referred to as the “Project”); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT’S right of way to construct the Project, which will become the property of the Department upon acceptance of the work.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT’S right of way to perform all activities necessary for the construction of **See attached exhibit A scope of services/special provisions.**

2. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT’S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices (“MUTCD”). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, and the DEPARTMENT Plans Preparation Manual (“PPM”) Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the “Florida Green Book”) and the DEPARTMENT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.

3. The Construction Coordinator shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.

4. Pursuant to Section 7-13 of the DEPARTMENT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator’s performance of the Project. Such amount shall be carried in a minimum amount of not less than one million and 00/100 Dollars (\$ 1,000,000.00) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than fifty thousand and 00/100 Dollars (\$ 50,000.00) for property damage, or a combined coverage of not less than one million fifty thousand and 00/100 Dollars (\$ 1,050,000.00). Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall provide the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a governmental entity, they will be exempt from these requirements.

5. The Construction Coordinator shall be responsible for monitoring construction operations and the maintenance of traffic (“MOT”) throughout the course of the project in accordance with the latest edition of the DEPARTMENT Standard Specifications, section 102. The Construction Coordinator is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the Construction Coordinator that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.

6. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

7. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

8. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

9. The Construction Coordinator shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.

10. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

11. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.

12. All work and construction shall be completed within 365 days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate this Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days prior written notice of termination to the Construction Coordinator.

13. The Construction Coordinator shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.

14. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

15. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

16. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice.

17. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.

18. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below.

19. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.

20. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

21. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.

22. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

23. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

24. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

25. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

26. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

27. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

29. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.

30. Construction Coordinator:

- (1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Coordinator during the term of the contract; and
- (2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

31. COMPLIANCE WITH LAWS

The Construction Coordinator shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Construction Coordinator.
- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Construction Coordinator upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Construction Coordinator shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the Department a copy of the Construction Coordinator's response to each such request.

CONSTRUCTION COORDINATOR CONTACT INFORMATION

Name David Santucci Title: City Manager
Office No. 954-480-4263 Cell _____ Email dsantucci@deerfield-beach.com

Name Mark DiMascio Title CRA Capitol Project Manager
Office No. 954-952-0221 Cell _____ Email: mdimascio@deerfield-beach.com

Mail Address: 150 NE 2nd Avenue Deerfield Beach, FL 33441

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CONSTRUCTION COORDINATOR

By: _____ (Signature)

David Santucci (Print Name)

City Manager (Title)

(Date)

DEPARTMENT OF TRANSPORTATION

By: _____ (Signature)

Antonio Castro, PE (Print Name)

District 4 Maintenance Engineer (Title)

(Date)

Legal Review:

EXHIBIT A

2020-C-491-00006

I. SCOPE OF SERVICES

The Proposed Project consists of undergrounding of overhead utilities within the Right-of-way of SR A1A, installation of brick pavers sidewalk, curbing, Pavement markings, pedestrian bollard lighting, and decorative street lighting.

II. PROJECT PLANS

The Construction Coordinator is authorized to install the Project in accordance with the attached plans prepared by William R. Barbaro, P.E. and dated 1/20/2021. Any revisions must be approved by the DEPARTMENT in writing.

III. SPECIAL PROVISIONS FOR CONSTRUCTION (DOT to fill this out)

- Prior to any work requiring lane closures, mobile operations or traffic pacing operations, the contractor or permittee shall submit a request to the Department that includes the time, location, and description of work being performed. The lane closure request shall be submitted to the Department a minimum of 2 weeks prior to the proposed closure date and must be approved by the Department before work requiring the closure may begin within the FDOT Right of Way. You must also comply with the lane closure analysis as outlined in the FDOT Design Manual 241.1 & FDM 240.4.2.7. The request shall be entered into the Lane Closure Information System (LCIS) by the permittee at the following URL address: <https://www.fdotlcis.com/login.aspx>. Each request will be reviewed by the appropriate Department personnel for compliance with contract or permit requirements and coordination with adjacent projects or work activities.
- **Preconstruction and Permit Close-Out Inspections Contact Information:** This permit is valid only for work proposed within the D.O.T. right-of-way. Contact the *Operations Permit Office manager* - Mr. Vikrant Srivastava (vikrant.srivastava@dot.state.fl.us) at 954-776-4300 to schedule a pre-construction meeting 48 hours prior commencement of construction. Certification of acceptance and final approval is contingent upon conformity of all work done according to this approved permit and shall be followed up at the end of construction with a final Inspection of the work in FDOT Right-of-way.
- Maintenance of Traffic (lane closures on the state road system occurring during peak hours 7:00 - 9:00 AM or 4:00 – 6:00 PM), lasting over 24 hours and/or at limited access facilities must contact Guillermo Canedo (Guillermo.canedo@dot.state.fl.us) at 954-777-4302, two weeks prior closures.
- During construction, highest priority should be given to ensure pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided and shall continuously maintain pedestrian features to meet Americans with Disability Act (ADA) standards.
- The D.O.T. right-of-way cannot be utilized for staging, storage or mobilization of equipment, supplies and/or vehicles used to perform work for on-site (non-FDOT right-of-way) construction.
- The D.O.T. roadway, sidewalk, etc. must not be disturbed until the off-site improvements shown on the permit are ready to be constructed. This construction should be completed as soon as possible so as to minimize disruption within the R/W.
- A copy of this permit and plan will be on the job site at all times during the construction of this facility.
- Permittee is cautioned that utilities may be located within the construction area.
- Validity of this permit is contingent upon permittee obtaining necessary permits from all other agencies involved.
- Before beginning any work the signal maintaining agency must be notified to establish the location of any signal loops, wires, system communications, etc.

EXHIBIT A

2020-C-491-00006

- In the reference to the Lighting modification, review of the current Lighting agreement between Florida Department of Transportation (FDOT) and the City of Deerfield Beach shall be considered. Prior to Final Acceptance, FDOT and the maintaining agency of the light pole will need to sign off on the final inspection.
- All maintenance of traffic (MOT) will be in accordance with the Department's current edition of the Design Standards, (102-600 series). The Operations Engineer or his designee reserves the right to direct the removal/relocation/modification of any traffic device(s) at the Permittee's sole expense.
- Contain all erosion and sedimentation on-site and prevent its entry into the state road storm sewer system. The Permittee shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Permittee shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction or operation of the surface water management system.
- All materials and construction within the FDOT right-of-way shall conform to the latest FDOT Design Standards and latest Standard Specifications for Road and Bridge construction.
- All HDPE conduit used for traffic signals or other electrically powered or operated traffic control devices, shall use a standard dimension Ratio of 11 (SDR 11).

CONSTRUCTION COORDINATOR PLEASE NOTE:

- Construction Coordinator's contractor that is performing directional drilling and/or jack and bore activities shall provide the Department (Permits Office) proof of a proper state contractor's license and certificate of liability insurance prior to any commencement of permitted work.
 - Construction Coordinator will ensure that all locates have been performed prior to scheduling of any boring activities. This shall include soft digs to verify vertical & horizontal alignment.
 - Restricted hours of operation will be from 9:00am to 3:30 pm, (Monday-Friday), unless otherwise approved by the Operations Engineer, or designee.
 - The Operations Engineer or his designee reserves the right to direct the removal / relocation / modification of any traffic device(s) at the Construction Coordinator's sole expense. Traffic Control Plans (TCP) must be submitted and reviewed during the pre-construction meeting
- A. Section 4 in the basic agreement shall be modified by not requiring the Construction Coordinator to obtain a payment and performance bond for this agreement.
- B. Section 12: The DEPARTMENT and *David Santucci – Deerfield Beach City Manager* of the CONSTRUCTION COORDINATOR may extend the completion date, if mutually agreed to in writing.
- C. Section 17: The following shall be added: Nothing in this agreement shall be interpreted as waiving the CONSTRUCTION COORDINATOR'S sovereign immunity protection as set forth in Section 768.28, Florida Statutes.

Date of Agreement/ other Document	Title of Document	Brief description of agreement	FM#
5/6/2009	MMOA	Landscape Improvements, Specialty Surfacing: Concrete Pavers, stamped asphalt or stamped concrete.	230010, 227900, 416552, 416552, 228245, 231737 and 403575
4/8/2003	Lighting MOA	Lighting Maintenance Agreement	N/a

CITY OF DEERFIELD BEACH
COMMUNITY REDEVELOPMENT AGENCY

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4	GENERAL NOTES
5	TYPICAL SECTION
6	SIDEWALK DETAILS
7	SIDEWALK DETAILS
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9	STREETSCAPE PLANS
10	STREETSCAPE PLANS
11	STREETSCAPE PLANS
12	UTILITY ADJUSTMENT PLANS
13	UTILITY ADJUSTMENT PLANS
14	UTILITY ADJUSTMENT PLANS
15	SUMMARY OF VERIFIED UTILITIES
16	SUMMARY OF VERIFIED UTILITIES
17	STORMWATER POLLUTION PREVENTION PLAN
18	STORMWATER POLLUTION PREVENTION PLAN
19	EROSION CONTROL PLAN
20	EROSION CONTROL PLAN
21	EROSION CONTROL PLAN

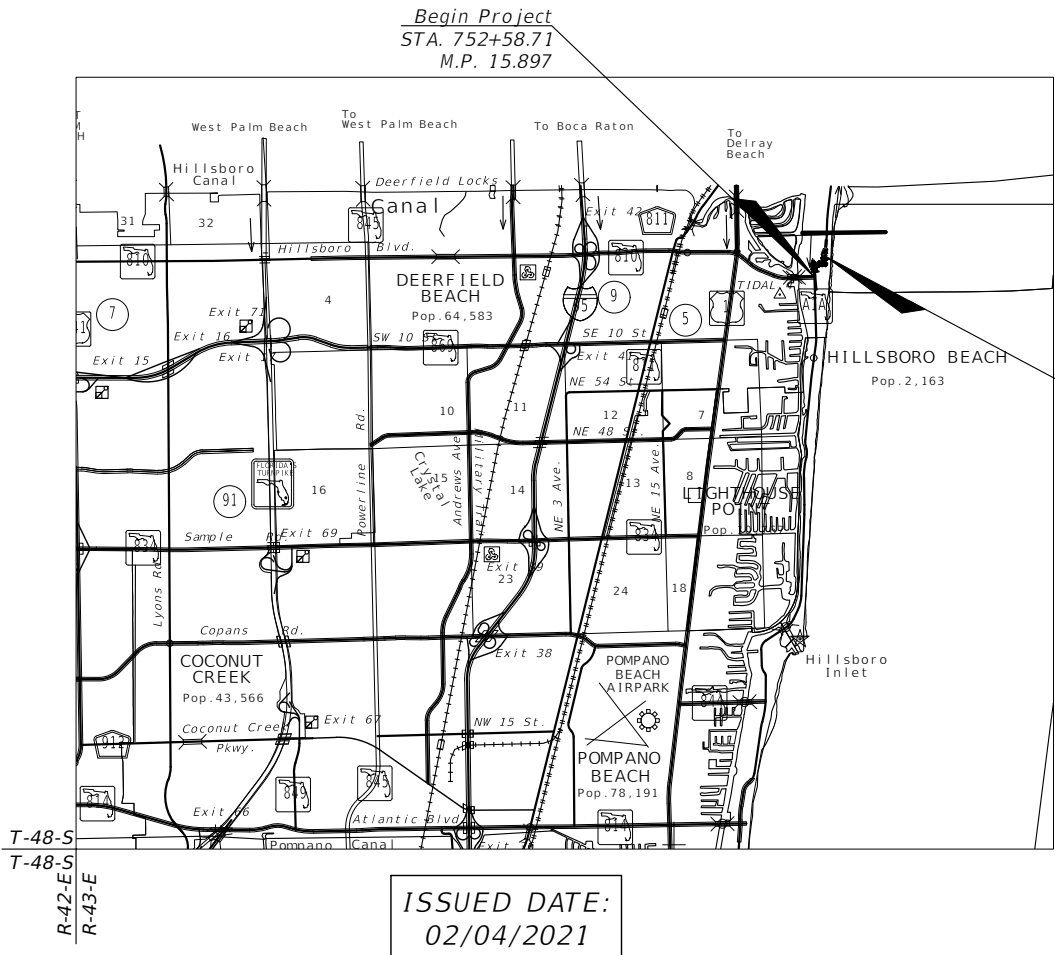
INDEX OF LIGHTING PLANS

SHEET NO.	SHEET DESCRIPTION
22	TABULATION OF QUANTITIES
23	POLE DATA AND LEGEND
24	BOLLARD DATA AND LEGEND
25	GENERAL LIGHTING NOTES
26	LIGHTING PLAN
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30	PHOTOMETRIC PLAN
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32	BOLLARD DETAIL

CONTRACT PLANS

BROWARD COUNTY
STATE ROAD NO. A1A

S-CURVE UTILITY
UNDERGROUNDING & STREETSCAPE
IMPROVEMENTS



GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY2020-21 Standard plans for Road and Bridge Construction and applicable Interim Revisions (Irs).

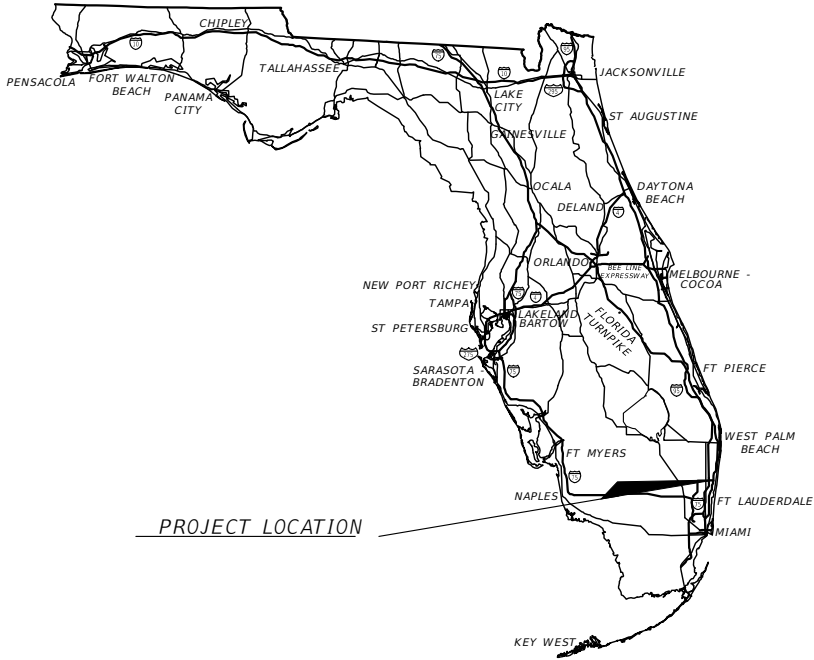
Standard Plans for Road Construction and associated Irs are available at the following website:
<http://www.fdot.gov/design/Standardplans.shtm>

APPLICABLE IRs: IR536-001-01, IR521-001-01

Standard Plans for Bridge Construction are included in the Structures Plans Component.

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, July, 2018 Standard Specifications for Road and Bridge Construction at the following website:

<http://www.fdot.gov/programmanagement/Implemented/SpecBooks>



PLANS PREPARED BY:

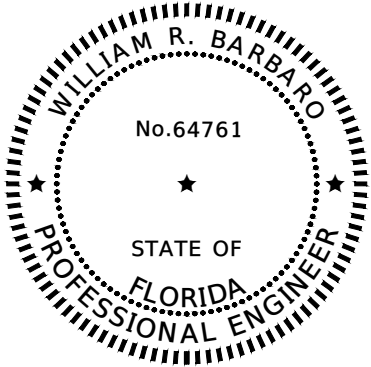
CARNAHAN PROCTOR & CROSS
814 S. MILITARY TRAIL
DEERFIELD BEACH, FL, 33442
PH: 954-972-3959

CERTIFICATE OF AUTHORIZATION NO.: 2936

SHEET
NO.

1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



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SIGNED AND SEALED BY

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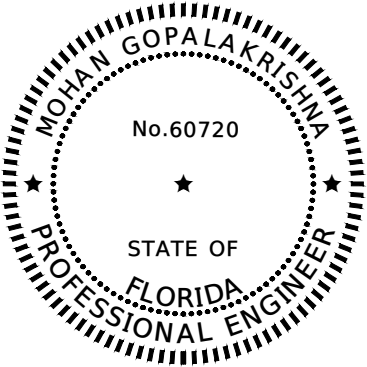
STREETSCAPE PLANS
ENGINEER OF RECORD:

WILLIAM R. BARBARO, P.E.
P.E. LICENSE NUMBER 64761
CARNAHAN PROCTOR & CROSS
814 S. MILITARY TRAIL
DEERFIELD BEACH, FL 33442
(954) 972-3959 C.A. No. 2936

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN
ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

INDEX OF STREETSCAPE PLANS

- 1- KEY SHEET
- 2- SIGNATURE SHEET
- 3- SUMMARY OF PAY ITEMS
- 4- GENERAL NOTES
- 5- TYPICAL SECTION
- 6-7 SIDEWALK DETAILS
- 8-11 STREETSCAPE PLAN
- 12-14 UTILITY ADJUSTMENTS
- 15-16 SUMMARY OF VERIFIED UTILITIES
- 17-18 STORMWATER POLLUTION PREVENTION PLAN
- 19-21 EROSION CONTROL PLAN



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LIGHTING PLANS
ENGINEER OF RECORD:

MOHAN GOPALAKRISHNA, P.E., PTOE
P.E. LICENSE NUMBER 60720
CARNAHAN PROCTOR & CROSS
814 S. MILITARY TRAIL
DEERFIELD BEACH, FL 33442
(954) 972-3959 C.A. No. 2936

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- 26-29 LIGHTING PLAN
- 30- PHOTOMETRIC PLAN
- 31- SERVICE POINT DETAIL
- 32- BOLLARD DETAIL

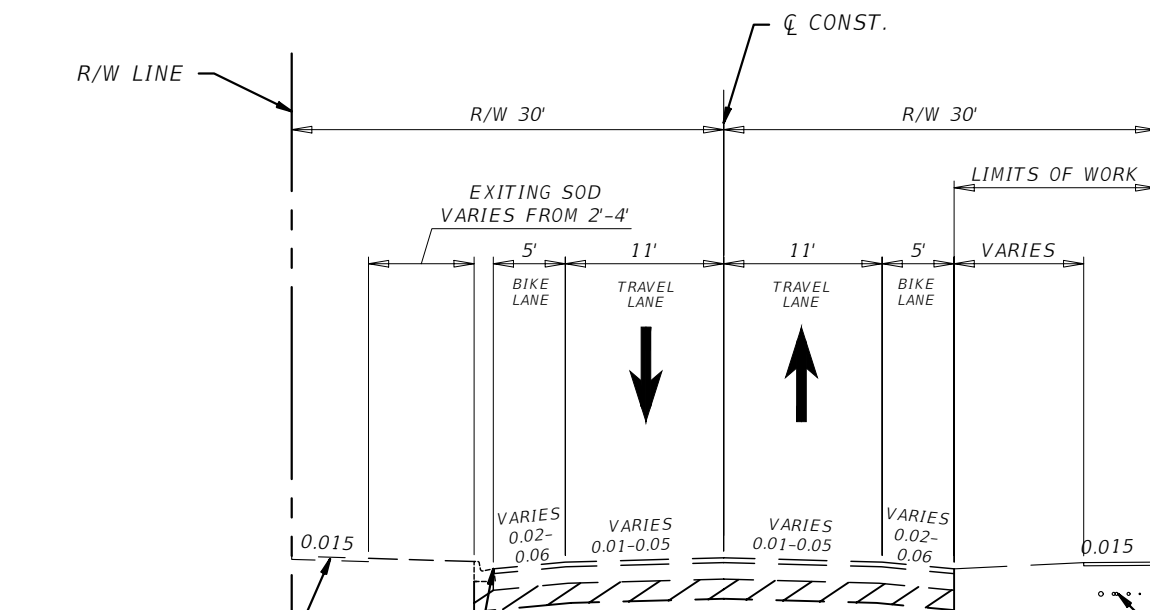
REVISIONS				WILLIAM R. BARBARO, P.E. P.E. LICENSE NUMBER 64761 CARNAHAN PROCTOR & CROSS 814 S. MILITARY TRAIL DEERFIELD BEACH, FL 33442 CERTIFICATE OF AUTHORIZATION 2936	S-CURVE UTILITY UNDERGROUNDING & STREETSCAPE IMPROVEMENTS	SIGNATURE SHEET	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				
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SUMMARY OF STREETScape PAY ITEMS			
PAYITEM NO.	DESCRIPTION	UNIT	QUANTITY
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
102-3	TEMPORARY DRIVEWAY RESTORATION	LS	1
104-18	INLET PROTECTION SYSTEM	EA	20
108-1	CONSTRUCTION LAYOUT & ASBUILTS	LS	1
110-4-10	DEMOLITION & REMOVAL OF EXISTING CONCRETE SIDEWALK	SY	710
285-709	STABILIZED SUBGRADE (TYPE B STABILIZATION), 12"	SY	945
337-7	PERMANENT PATCH ASPHALT RESTORATION AT NEW CONCRETE HEADER CURBING	LS	1
522-ALT	TEMPORARY SIDEWALK RESTORATION	LS	1
526-ALT	CONCRETE SIDEWALK, 6" BRICK PAVER SIDEWALK W/ CONCRETE FOUNDATION & HEADER CURB	LS	1
527-2	ADA CONCRETE RAMP	EA	1

REVISIONS				WILLIAM R. BARBARO, P.E. P.E. LICENSE NUMBER 64761 CARNAHAN PROCTOR & CROSS 814 S. MILITARY TRAIL DEERFIELD BEACH, FL 33442 CERTIFICATE OF AUTHORIZATION 2936	S-CURVE UTILITY UNDERGROUNDING & STREETScape IMPROVEMENTS	SUMMARY OF PAY ITEMS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				3
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GENERAL NOTES			
1. ALL BENCHMARK AND OTHER ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)			
2. THE FOLLOWING UTILITY OWNERS HAVE EXISTING FACILITIES WITHIN THE PROJECT LIMITS:			
FPL TERRY MILLER (954) 232-3389 THERESA.MILLER@FPL.COM	AT&T JOSHUA WALSH (954) 552-4764 JW6966@ATT.COM	COMCAST MATHIAS SABO (305) 318-0967 MATHIAS_SABO@COMCAST.COM	CROWN CASTLE MARIO PLA (786) 701-7309 MARIO.PLA@CROWNCastle.COM
FPL LIGHTING FRANCISCO ARBIDE (954) 952-0221 FRANCISCO.ARBIDE@FPL.COM	FLA PUBLIC UTILITIES CO DALE BUTCHER (561) 419-1356 DBUTCHER@FPUC.COM	CITY OF DEERFIELD BEACH ALLEN FATHI (954)420-5521 AFATHI@DEERFIELD-BEACH.COM	
3. LIMITS OF SIDEWALK REPLACEMENT ARE INTENDED TO BE TO THE NEAREST JOINT. ADJUST SAWCUTS TO EXISTING JOINT LOCATIONS AS NECESSARY.			
4. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh AND Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED. UTILITIES SHALL REMAIN UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE STATE ONE CALL OF FLORIDA (811) AND UTILITY OWNERS LISTED BELOW TWO BUSINESS DAYS (OR 10 DAYS IF DIGGING UNDER WATER) IN ADVANCE OF BEGINNING CONSTRUCTION ON THE JOB SITE.			
5. CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL MAINTENANCE OF TRAFFIC (MOT) IN ACCORDANCE WITH FDOT SECTION 102 THROUGHOUT THE DURATION OF THE PROJECT, INCLUDING BUT NOT LIMITED TO ITS WORK AND ALL WORK PERFORMED BY THE UTILITIES COMPANIES, CONTRACTORS, SUBCONTRACTORS, AND VENDORS. IN ADDITION, SPECIFIC REFERENCE IS MADE HERE-IN TO FDOT SUB-SECTION 102-3.2.6, "PEDESTRIANS ARE TO BE ACCOMMODATED WITH A SAFE, ACCESSIBLE TRAVEL PATH AROUND WORK SITES SEPARATED FROM MAINLINE TRAFFIC IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS FOR TRANSPORTATION FACILITIES BY THE CONTRACTOR. CONTRACTOR WILL MAINTAIN EXISTING OR DETOUR BICYCLE FACILITIES SATISFACTORY THROUGHOUT THE PROJECT LIMITS. EXISTING BUSINESSES IN WORK AREAS ARE TO BE PROVIDED BY THE CONTRACTOR WITH ADEQUATE ENTRANCES FOR VEHICULAR AND PEDESTRIAN TRAFFIC DURING BUSINESS HOURS."			
6. ADJACENT PROPERTY OWNERS SHALL BE ADVISED BY THE CONTRACTOR A MINIMUM OF TWO WEEKS IN ADVANCE OF ALL CONSTRUCTION IN THEIR DRIVEWAYS. CONTRACTOR SHALL COORDINATE ALL DRIVEWAY WORK WITH PROPERTY OWNERS TO ALLOW SAFE, CONTINUOUS ACCESS IN ACCORDANCE WITH FDOT SECTION 102 AND SUB-SECTION 102-3.2.6, AS NOTED IN NOTE #5 ABOVE. EXISTING DRIVEWAYS WITHIN THE LIMITS OF THE PROJECT ARE TO BE REPLACED AT THE SAME LOCATION AND WIDTH, UNLESS OTHERWISE SHOWN IN THE PLANS. CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AT ALL TIMES.			
7. THE CONTRACTOR SHOULD BE AWARE THAT DUE TO THE CLOSE PROXIMITY OF TURTLE NESTING AREAS, THE EXISTING STREET LIGHTS ARE OFF OR THE ILLUMINATION IS REDUCED FROM MARCH THROUGH OCTOBER. FOR ADDITIONAL INFORMATION, CALL SEA TURTLE OVERSIGHT PROTECTION AT (954) 519- 1255. NO NON-COMPLIANT BEACH ILLUMINATION WILL BE PERMITTED DURING SEA TURTLE NESTING SEASON (MARCH 1 THROUGH OCTOBER 31) . SHOULD NIGHT CONSTRUCTION BE NECESSARY DURING THOSE MONTHS, PLEASE CONTACT THE DISTRICT CONSTRUCTION ENVIRONMENTAL COORDINATOR (DCEC) AT (954) 777- 4665 TO ENSURE THAT TEMPORARY LIGHTING WILL NOT IMPACT SEA TURTLE NESTING.			
8. THE CONTRACTOR MAY NOT REMOVE ANY BUS STOP SIGNS WITHOUT PRIOR AUTHORIZATION FROM THE ENGINEER.			
9. THE DIAMETER OF EXISTING DRAINAGE PIPES WITHIN THE PROJECT LIMITS WERE OBTAINED FROM THE CITY OF DEERFIELD BEACH DRAINAGE ATLAS MAPS : DESIGN SURVEY INFORMATION BY KEITH & ASSOCIATES , APRIL 2014 ; AND SR A1A STORMWATER REPORT BY KEITH & ASSOCIATES, SEPTEMBER 2010.			
10. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE ENGINEER SHOULD NOTIFY THE CITY, WITHOUT DELAY, BY TELEPHONE AT (954) 952-0221.			
11. ALL ACTIVITIES REQUIRING WELL - POINTING OR OTHER PUMPING OF GROUNDWATER OR SURFACE WATER WILL NEED TO BE COORDINATED WITH THE COUNTY IN ORDER TO INSURE ALL ASPECTS OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION ACT (NPDES) PERMIT REQUIREMENTS ARE FULFILLED. A SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) GENERAL DEWATERING PERMIT MAY BE REQUIRED. AN ADDITIONAL PERMIT MAY BE NEEDED DEPENDENT UPON THE CONTRACTOR'S APPROACH TO CERTAIN ASPECTS OF THE PROJECT.			
12. THE CONTRACTOR IS ADVISED THAT ANY DEWATERING WITHIN ONE MILE OF AN ENVIRONMENTAL PROTECTION AGENCY (EPA) SUPER FUND SITE OR A LANDFILL REQUIRES A GENERAL OR INDIVIDUAL WATER USE PERMIT FROM THE IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE IF CONSTRUCTION LIES WITHIN THESE LIMITS AND TO ACQUIRE ALL NECESSARY PERMITS. THE LOCATION OF KNOWN EPA SUPER FUND SITES AND LANDFILLS NEAR THE PROJECT LIMITS ARE ACCESSIBLE FROM THE FOLLOWING SOURCES: ENVIRONMENTAL PROTECTION AGENCY, 703-603-8797, http://www.epa.gov/enviro/cleanups/ . PERMIT FEES, IF APPLICABLE, WILL BE REIMBURSED BY THE CITY, HOWEVER, CONTRACT UNIT PRICES WILL NOT BE ADJUSTED FOR MEANS AND METHODS NECESSARY FOR INSTALLATION OF STRUCTURES, PIPE, ETC. REQUIRED TO MEET PERMIT CONDITIONS.			
13. EROSION CONTROL ITEMS ARE ESTIMATED FOR PREVENTION, CONTROL, ABATEMENT OF EROSION, SEDIMENTATION AND WATER POLLUTION. THESE ITEMS ARE TO BE USED AT THE LOCATIONS DESCRIBED IN THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN OR AS DIRECTED BY THE ENGINEER TO COMPLY WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS.			
14. ALL STATION AND OFFSETS ARE FROM THE C CONSTRUCTION STATE ROAD A1A UNLESS OTHERWISE NOTED.			
15. THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE PROJECT. SHOULD THE CONTRACTOR REQUIRE SUCH FOR PERFORMING THE CONTRACTED WORK, THE CONTRACTOR SHALL REQUEST, IN WRITING, WRITTEN PERMISSION FROM THE COUNTY ENGINEER. THE CONTRACTOR SHALL PROVIDE A COPY OF REQUEST TO THE COUNTY ENGINEER. THE CONTRACTOR SHALL PROVIDE THE COUNTY WITH A COPY OF THE MATERIAL SAFETY DATA SHEET (MSDS) FOR EACH HAZARDOUS MATERIAL PROPOSED FOR USE AND PROVIDE A DESCRIPTION OF THE SPECIFIC MANNER IN WHICH THE MATERIAL WILL BE USED. THE ENGINEER SHALL COORDINATE WITH THE COUNTY PRIOR TO ISSUING WRITTEN APPROVAL TO THE CONTRACTOR. BECAUSE STATE LAW DOES NOT TREAT PETROLEUM PRODUCTS THAT ARE PROPERLY CONTAINERIZED AS HAZARDOUS MATERIAL, SUCH PRODUCTS DO NOT REQUIRE A MSDS SUBMITTAL. ALL BULK PETROLEUM PRODUCTS STORED ON SITE SHALL REQUIRE PROPER STORAGE WHICH INCLUDES SECONDARY CONTAINMENT.			
16. IF SUSPECT CONTAMINATED OR HAZARDOUS MATERIAL IS FOUND ON THE PROJECT OR ENCOUNTERED DURING CONSTRUCTION THE CONTRACTOR SHALL CEASE OPERATIONS IN THAT AREA. IMMEDIATELY NOTIFY THE CITY AND PROTECT THE IMMEDIATE AREA OF SUSPECT CONTAMINATED OR HAZARDOUS MATERIAL FROM FURTHER ACCESS. THE CITY WILL ARRANGE FOR THE INVESTIGATION, IDENTIFICATION AND/OR REMOVAL/REMEDIATION OF THE MATERIAL IN QUESTION AS NEEDED.			
17. THE CONTRACTOR SHALL COORDINATE SELECTION AND REVIEW OF ANY PROPOSED CONSTRUCTION STAGING AREA ASSOCIATED WITH THE PROJECT WITH THE CITY CONTRACT ADMINISTRATOR AT LEAST 30 CALENDAR DAYS PRIOR TO USE, IN ORDER TO COMPLY WITH THE FEDERAL ENDANGERED SPECIES ACT. THE STAGING AREA SHALL BE RESTORED TO ITS ORIGINAL OR BETTER CONDITION AS DETERMINED BY THE ENGINEER, AT NO ADDITIONAL COST TO THE CITY. ALL STAGING AND STOCKPILING AREAS, WHETHER WITHIN OR OUTSIDE CITY RIGHT-OF-WAY, USED BY THE CONTRACTOR MUST HAVE SEDIMENT AND EROSION CONTROL MEASURES INSTALLED PRIOR TO USE AT NO ADDITIONAL COST TO THE CITY. THE CONTRACTOR SHALL INCLUDE ALL COST RELATED TO STAGING AREAS AND COMPLIANCE WITH PERMIT CONDITIONS IN PAY ITEM 101-1, MOBILIZATION.			
18. SAW CUTTING OF THE EXISTING SIDEWALK SHALL BE ONLY AT THE NEAREST FLAG POINTS.			
19. SPECIAL ATTENTION IS DIRECTED TO THE FACT THAT SOME DRAINAGE STRUCTURES AND UTILITIES EXTEND INTO THE STABILIZED PORTION OF THE ROAD BED AND EXTREME CAUTION WILL BE NECESSARY IN STABILIZATION OPERATIONS AT THOSE LOCATIONS.			
20. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.			
21. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING EXISTING AND NEW INLETS AND DRAINAGE PIPES CLEAN OF CONSTRUCTION MATERIAL, LIMEROCK, DEBRIS, ETC. DURING CONSTRUCTION AT NO ADDITIONAL COST.			
22. ALL DETECTABLE WARNING PANELS ARE TO BE COLONIAL RED WET SET, AS DETAILED.			
23. SIDEWALK JOINTS SHALL BE TOOLED WITHOUT EXPANSION JOINTS.			
24. NO OPEN TRENCHING WILL BE PERMITTED WITHIN THE LIMITS OF ANY DRIVE ISLES OR BIKE LANES ALONG SR A1A.			
25. CONTRACTOR WILL PROVIDE ALL CONSTRUCTION LAYOUT AND RECORD DRAWINGS (ASBUILTS) PER FDOT AND CITY OF DEERFIELD BEACH SPECIFICATIONS.			
GENERAL UTILITY NOTES			
1. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (including those designated Vv, Vh and Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS / ELEVATIONS APPLY ONLY AT THE POINT SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.			
2. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE ONE CALL INC (1-800-432-4770) AND UTILITY OWNERS LISTED BELOW 48 HOURS IN ADVANCE OF BEGINNING CONSTRUCTION ON THE JOB SITE. ALL UTILITY OWNERS MAY NOT BE A MEMBER, REQUIRING DIRECT CONTACT.			
3. CONTRACTOR CAN REMOVE RETIRED FP&L CONDUIT.			

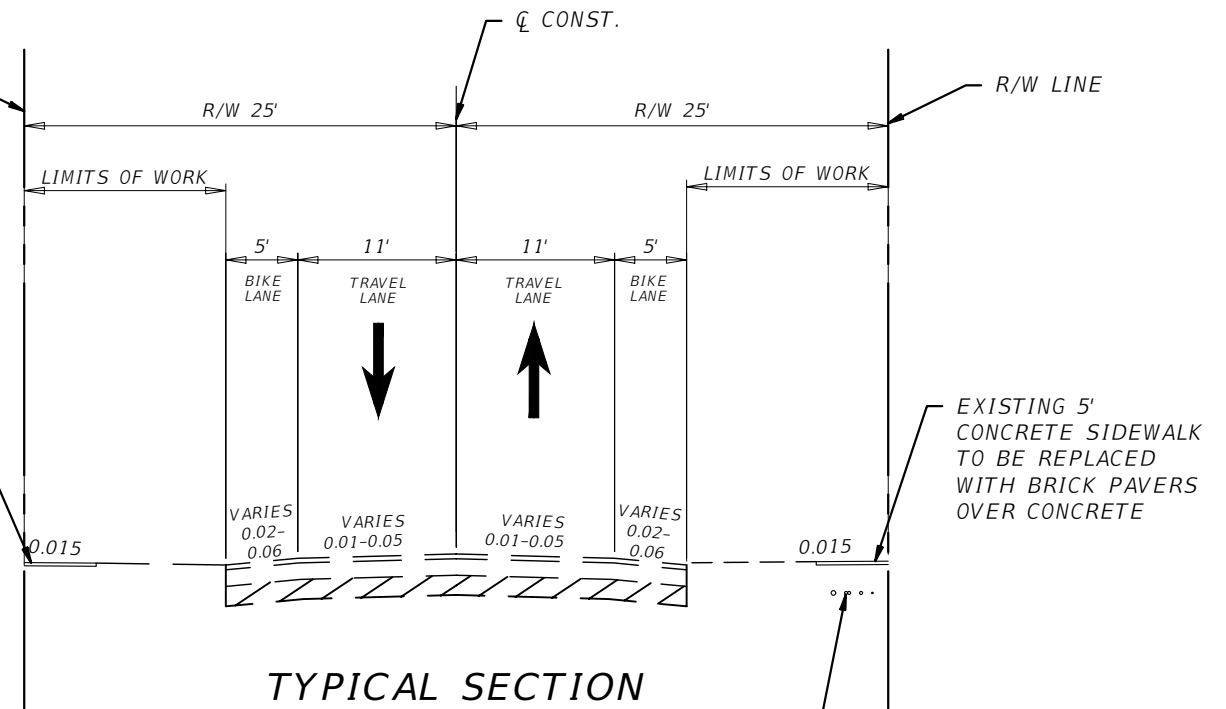


**TYPICAL SECTION
SR A1A
STA. 752+58 TO STA. 756+20
*MATCH EXISTING CROSS SLOPE**

EXISTING 5' CONCRETE SIDEWALK TO BE REPLACED WITH BRICK PAVERS OVER CONCRETE

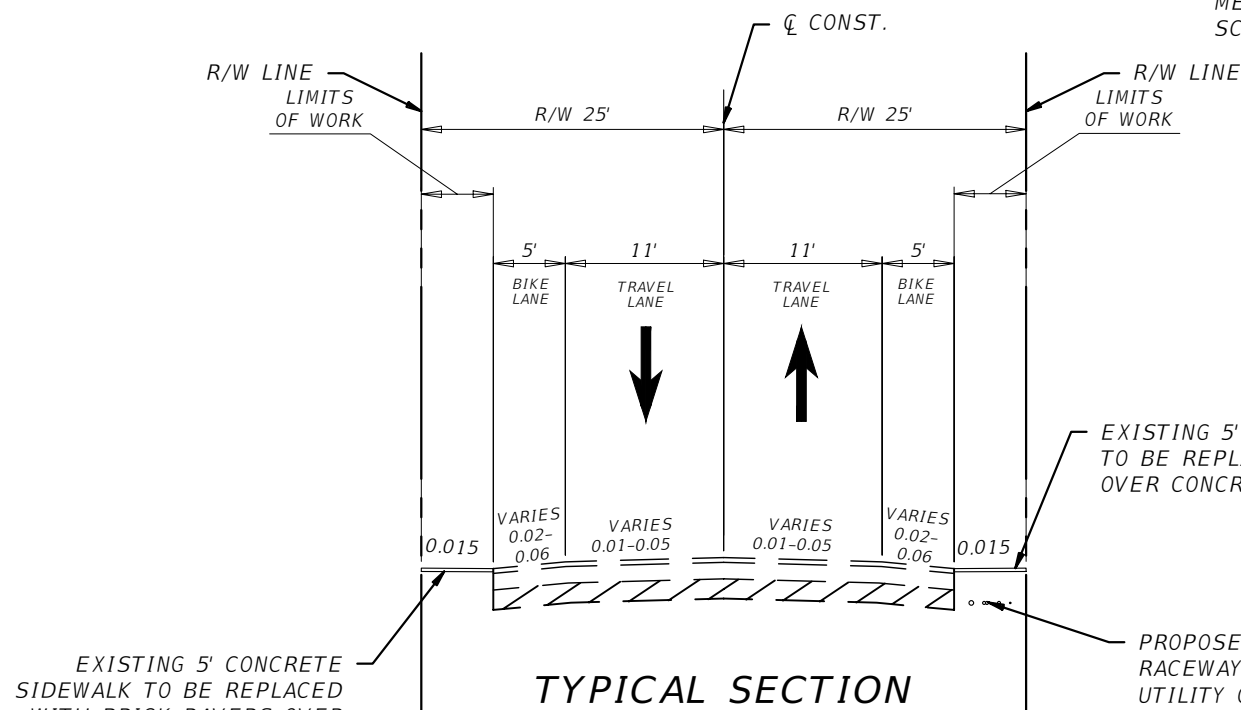
EXISTING 5' CONCRETE SIDEWALK TO BE REPLACED WITH BRICK PAVERS OVER CONCRETE

PROPOSED UNDERGROUND UTILITIES RACEWAYS TO BE COMPLETED BY UTILITY OWNERS SEPARATELY. SHOWN HERE FOR INFORMATIONAL PURPOSES ONLY. UNDERGROUNDING ANTICIPATED TO OCCUR AND COMPLETED PRIOR TO SUBJECT PROJECT. COORDINATE WITH UTILITY OWNERS AT PRE-CONSTRUCTION MEETING FOR UTILITY WORK SCHEDULES.



**TYPICAL SECTION
SR A1A
STA. 759+20 TO STA. 761+90
*MATCH EXISTING CROSS SLOPE**

PROPOSED UNDERGROUND UTILITIES RACEWAYS TO BE COMPLETED BY UTILITY OWNERS SEPARATELY. SHOWN HERE FOR INFORMATIONAL PURPOSES ONLY. UNDERGROUNDING ANTICIPATED TO OCCUR AND COMPLETED PRIOR TO SUBJECT PROJECT. COORDINATE WITH UTILITY OWNERS AT PRE-CONSTRUCTION MEETING FOR UTILITY WORK SCHEDULES.

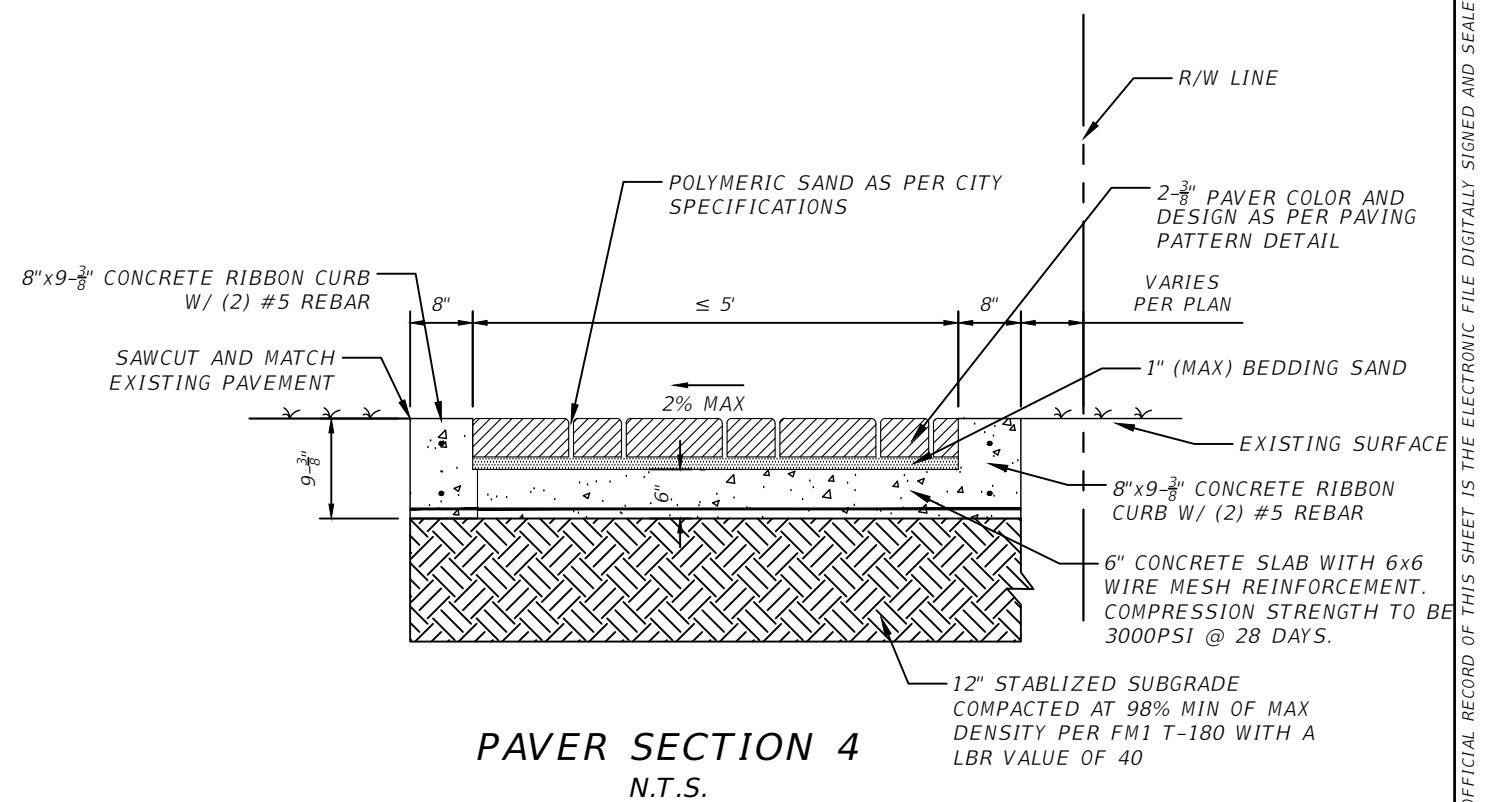
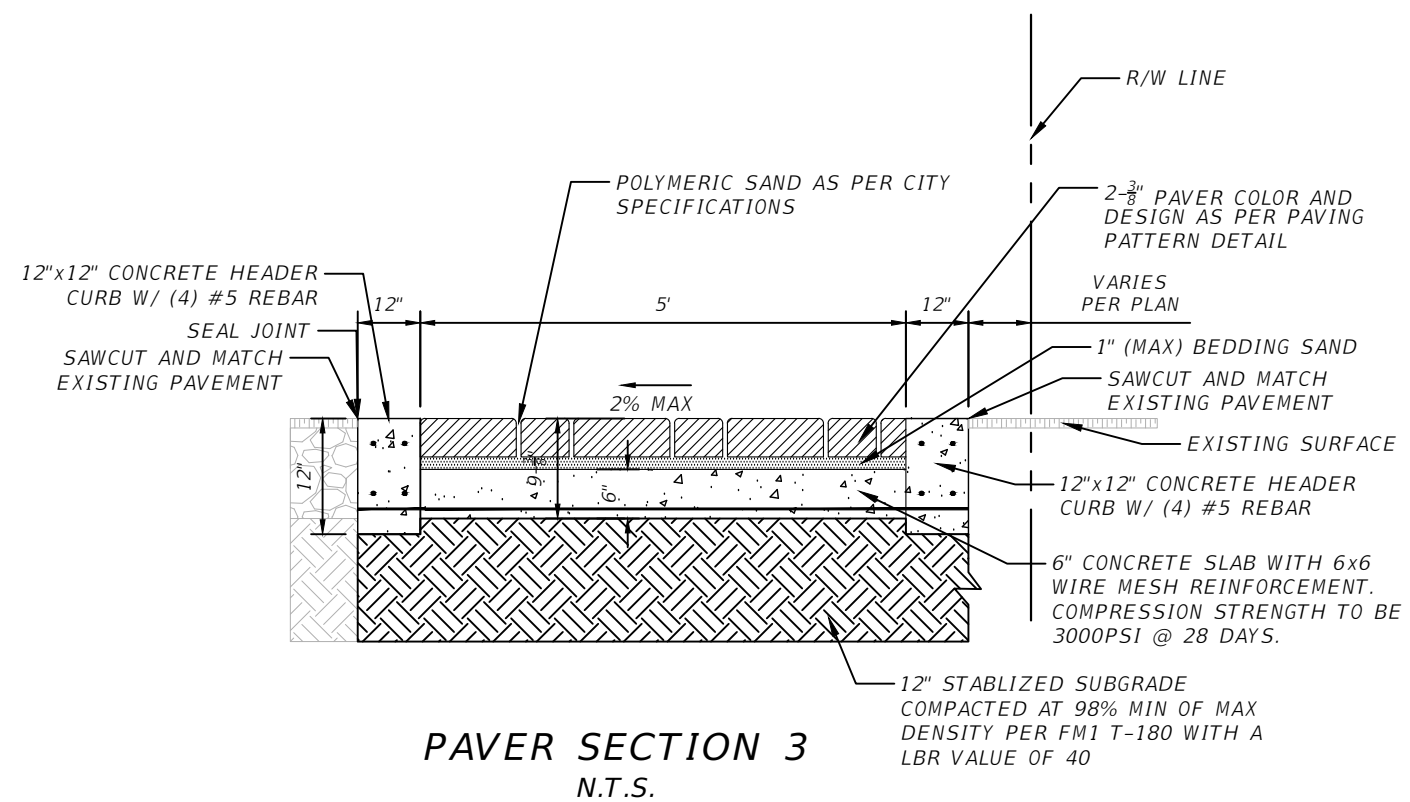
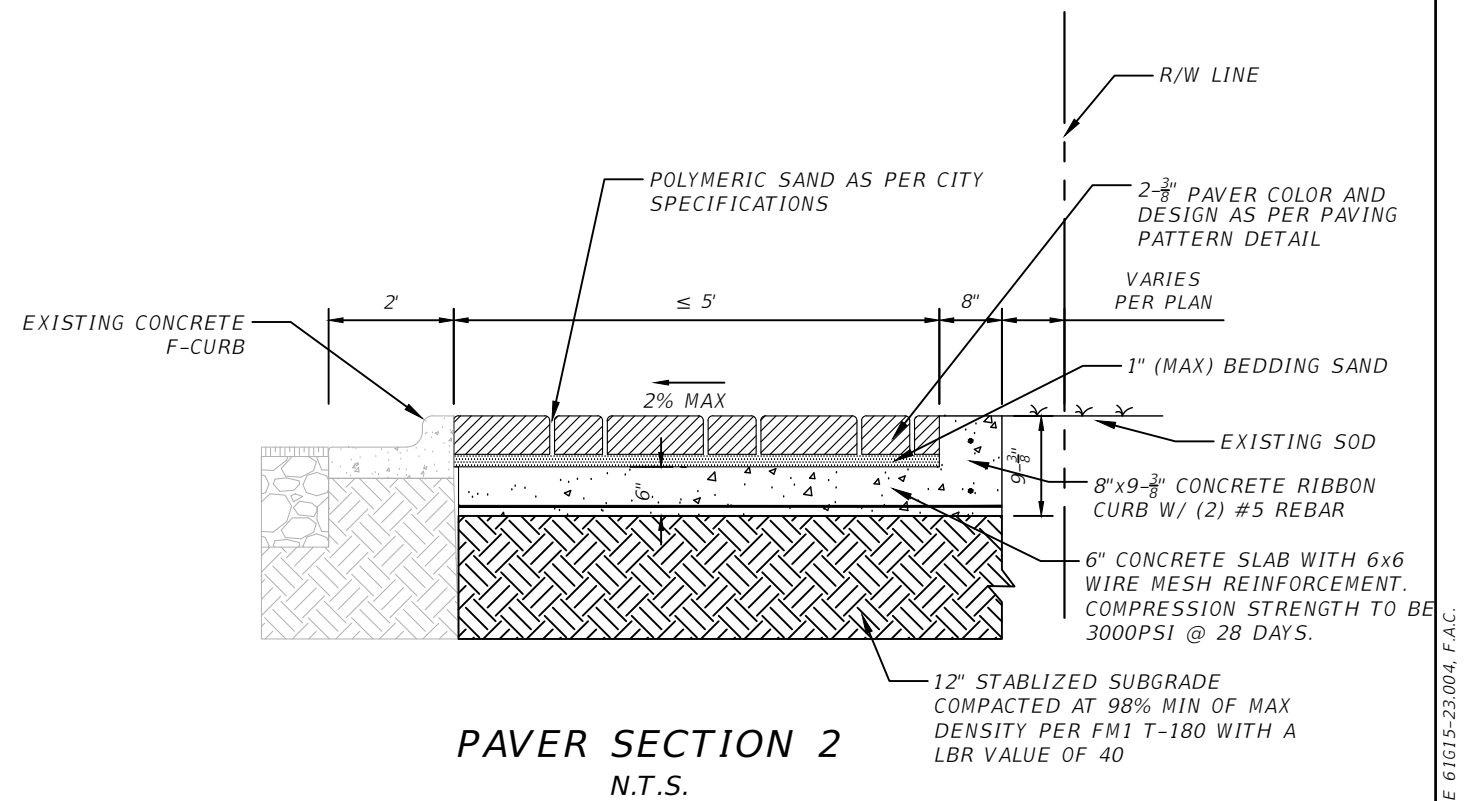
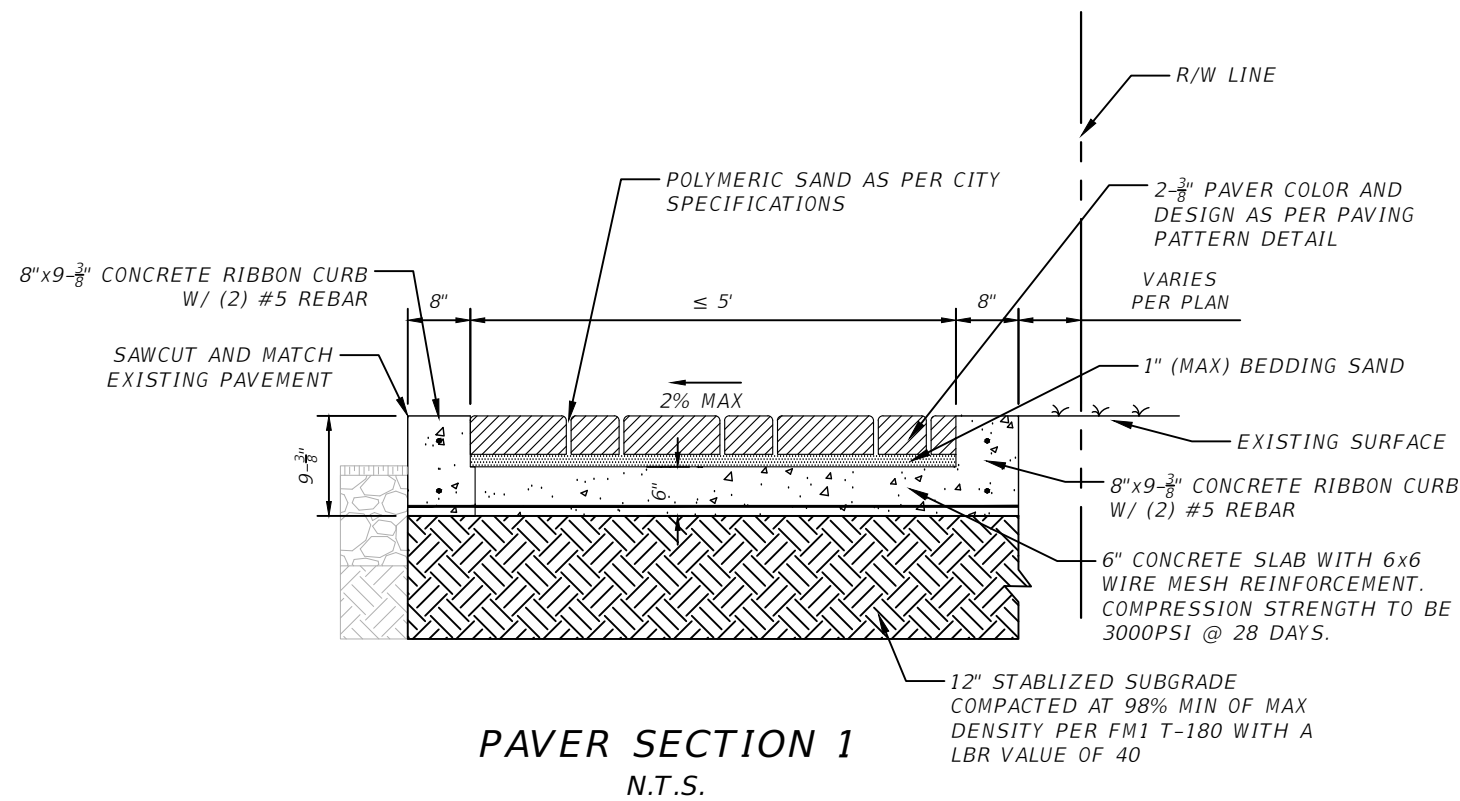


**TYPICAL SECTION
SR A1A
STA. 756+20 TO STA. 758+40
*MATCH EXISTING CROSS SLOPE**

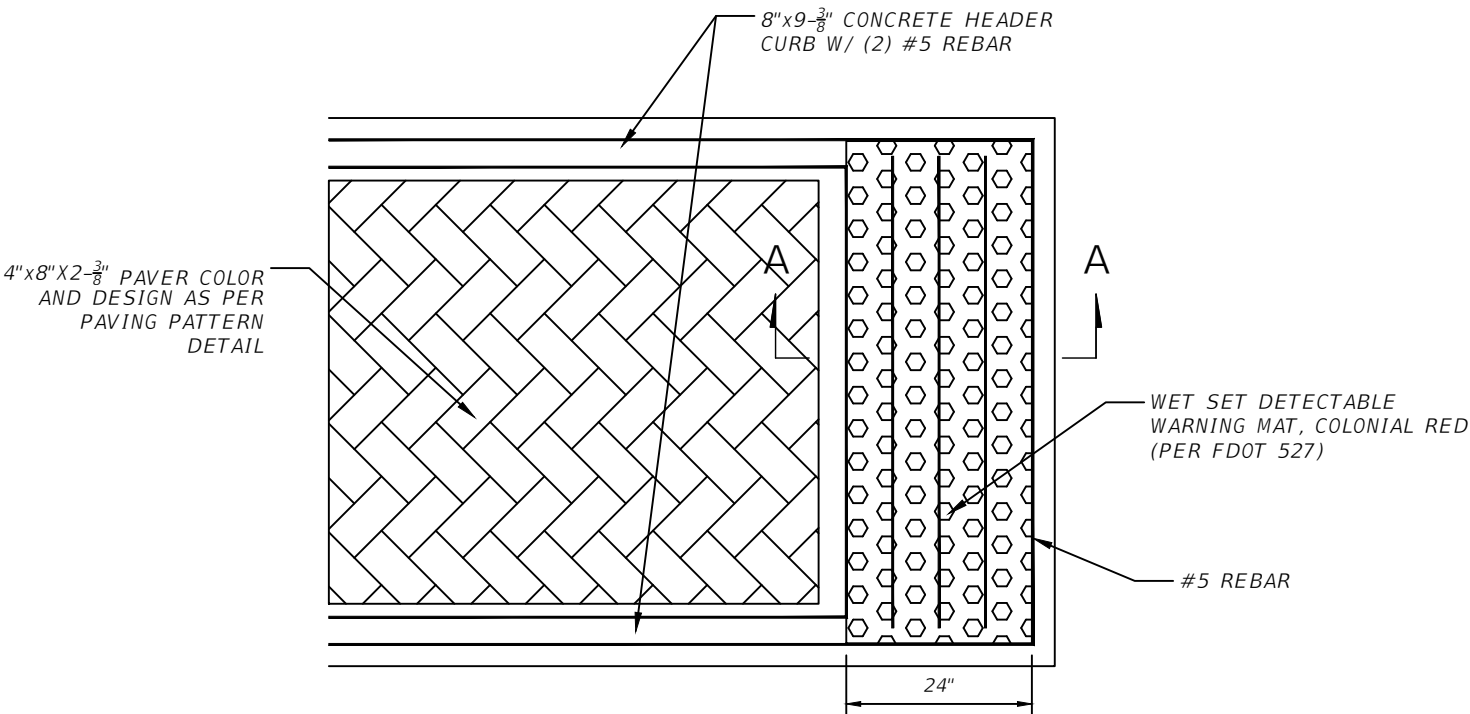
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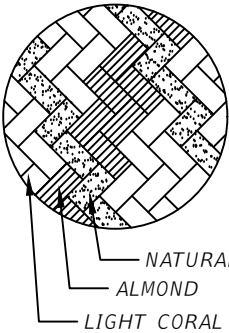
REVISIONS				WILLIAM R. BARBARO, P.E. P.E. LICENSE NUMBER 64761 CARNAHAN PROCTOR & CROSS 814 S. MILITARY TRAIL DEERFIELD BEACH, FL 33442 CERTIFICATE OF AUTHORIZATION 2936	S-CURVE UTILITY UNDERGROUNDING & STREETSCAPE IMPROVEMENTS	TYPICAL SECTION	SHEET NO. 5
DATE	DESCRIPTION	DATE	DESCRIPTION				
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REVISIONS				WILLIAM R. BARBARO, P.E. P.E. LICENSE NUMBER 64761 CARNAHAN PROCTOR & CROSS 814 S. MILITARY TRAIL DEERFIELD BEACH, FL 33442 CERTIFICATE OF AUTHORIZATION 2936	S-CURVE UTILITY UNDERGROUNDING & STREETSCAPE IMPROVEMENTS	SIDEWALK DETAILS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				
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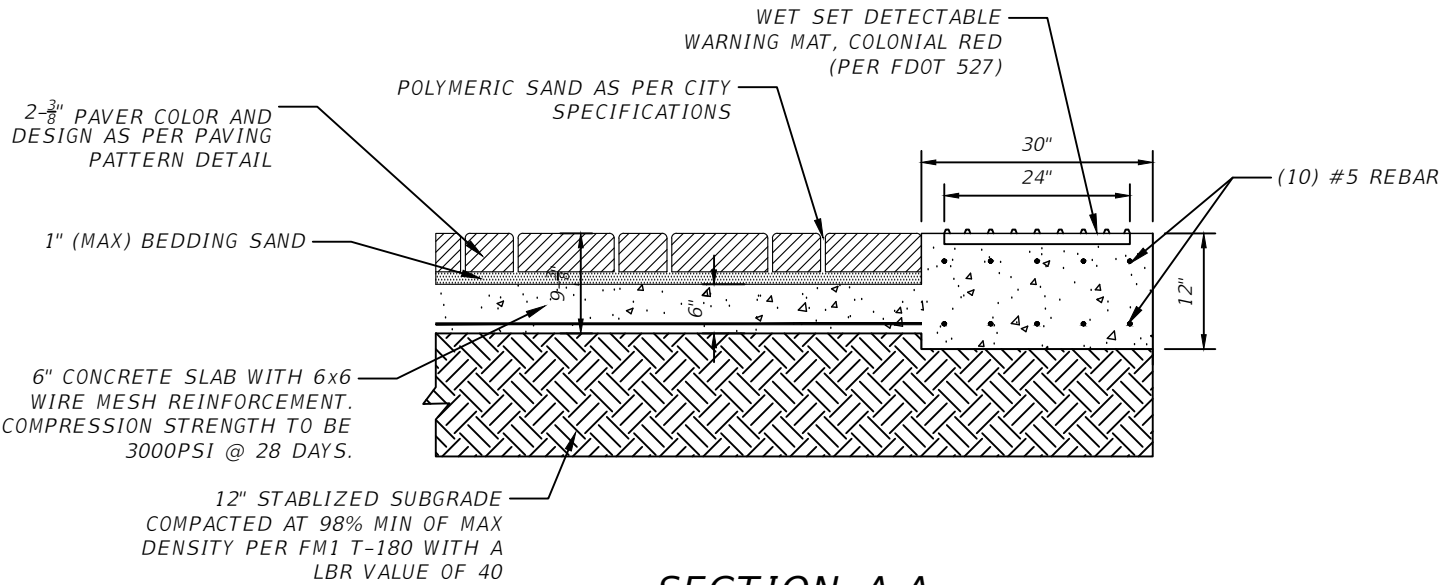


WET SET DETECTABLE WARNING
DETAIL
N.T.S.



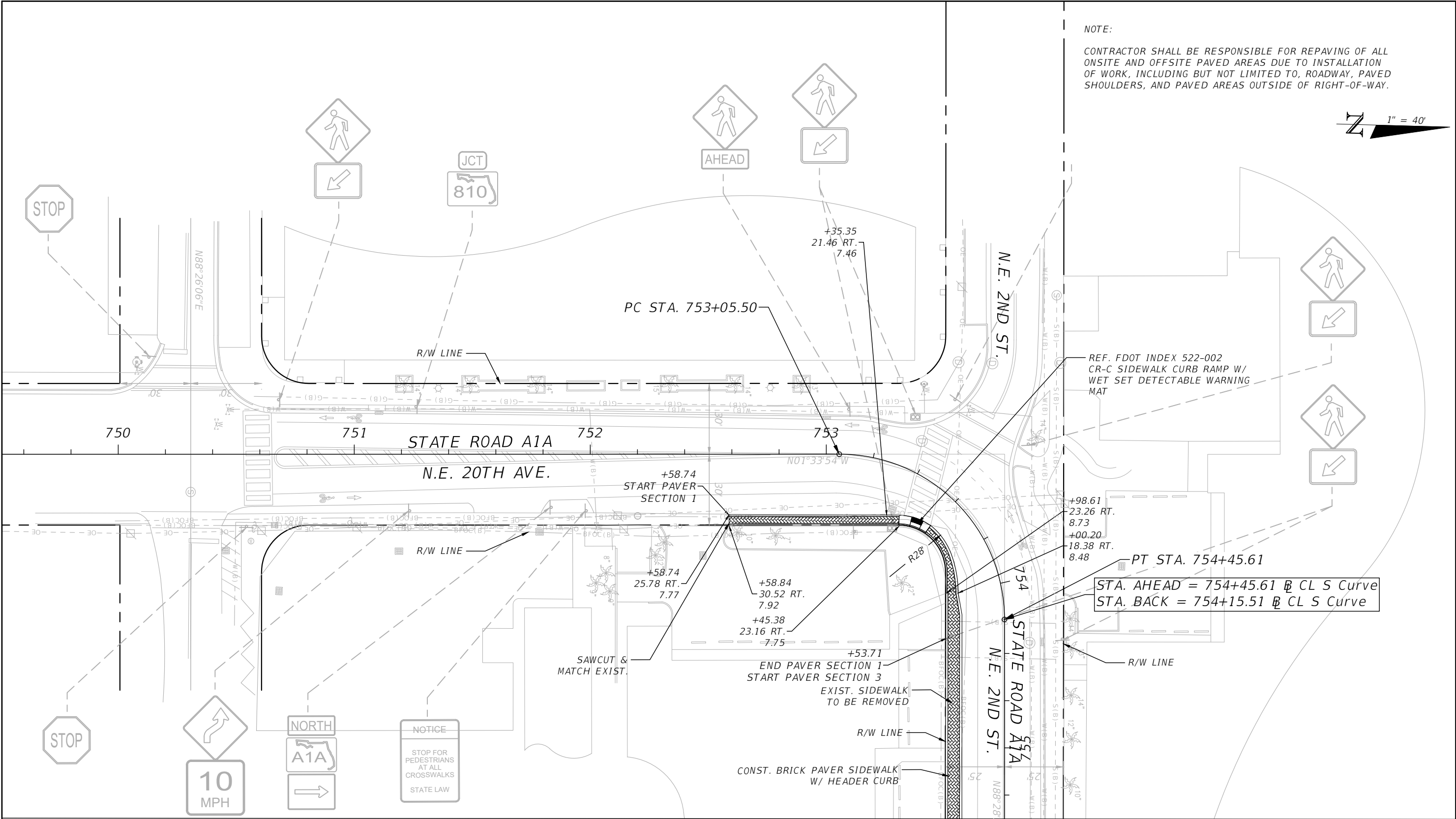
PAVER PATTERN DETAIL
N.T.S.

- NOTE:
1. CONCRETE PAVERS BY TREMRON (PHONE 800.567.1480 OR 305.825.900) OR APPROVED EQUAL
 2. CONTRACTOR SHALL PROVIDE FIELD MOCKUP FOR APPROVAL PRIOR TO INSTALLATION
 3. CONTRACTOR TO PROVIDE SAMPLES FOR CITY APPROVAL AT TIME OF SHOP DRAWING SUBMITTAL



SECTION A-A
N.T.S.

REVISIONS				WILLIAM R. BARBARO, P.E. P.E. LICENSE NUMBER 64761 CARNAHAN PROCTOR & CROSS 814 S. MILITARY TRAIL DEERFIELD BEACH, FL 33442 CERTIFICATE OF AUTHORIZATION 2936	S-CURVE UTILITY UNDERGROUNDING & STREETSCAPE IMPROVEMENTS	SIDEWALK DETAILS	SHEET NO. 7
DATE	DESCRIPTION	DATE	DESCRIPTION				
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MATCHLINE STA. - 755+30.10

+68.71
18.00 RT.
9.24

+09.50
21.73 LT.
10.14 +13.44

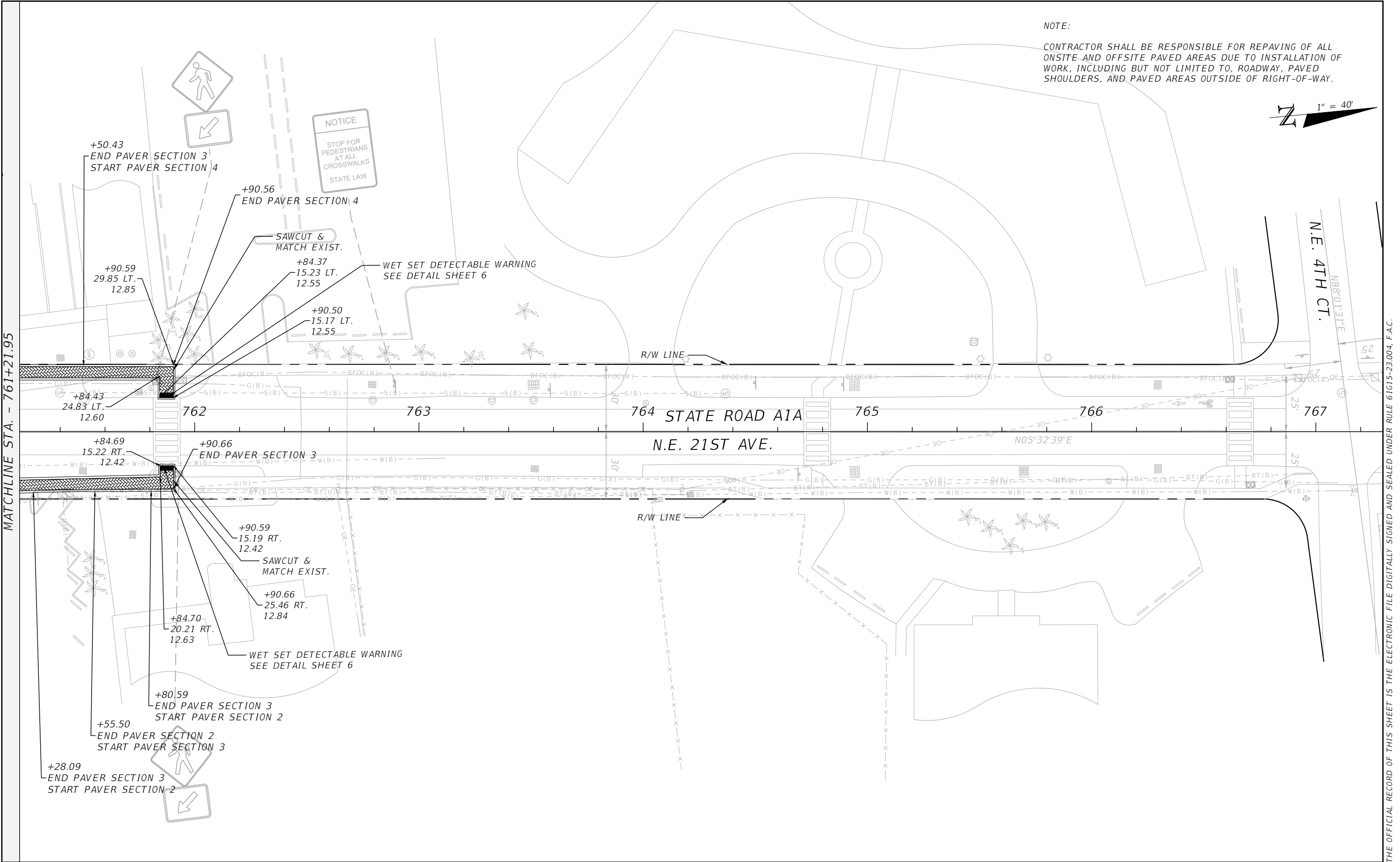
DISSEMINATE
EXISTING PAV
AND TIE IN
PAVERS TO MA

REVISIONS				WILLIAM R. BARBARO, P.E. P.E. LICENSE NUMBER 64761 CARNAHAN PROCTOR & CROSS 814 S. MILITARY TRAIL DEERFIELD BEACH, FL 33442 CERTIFICATE OF AUTHORIZATION 2936	S-CURVE UTILITY UNDERGROUNDING & STREETSCAPE IMPROVEMENTS	STREETSCAPE PLANS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				
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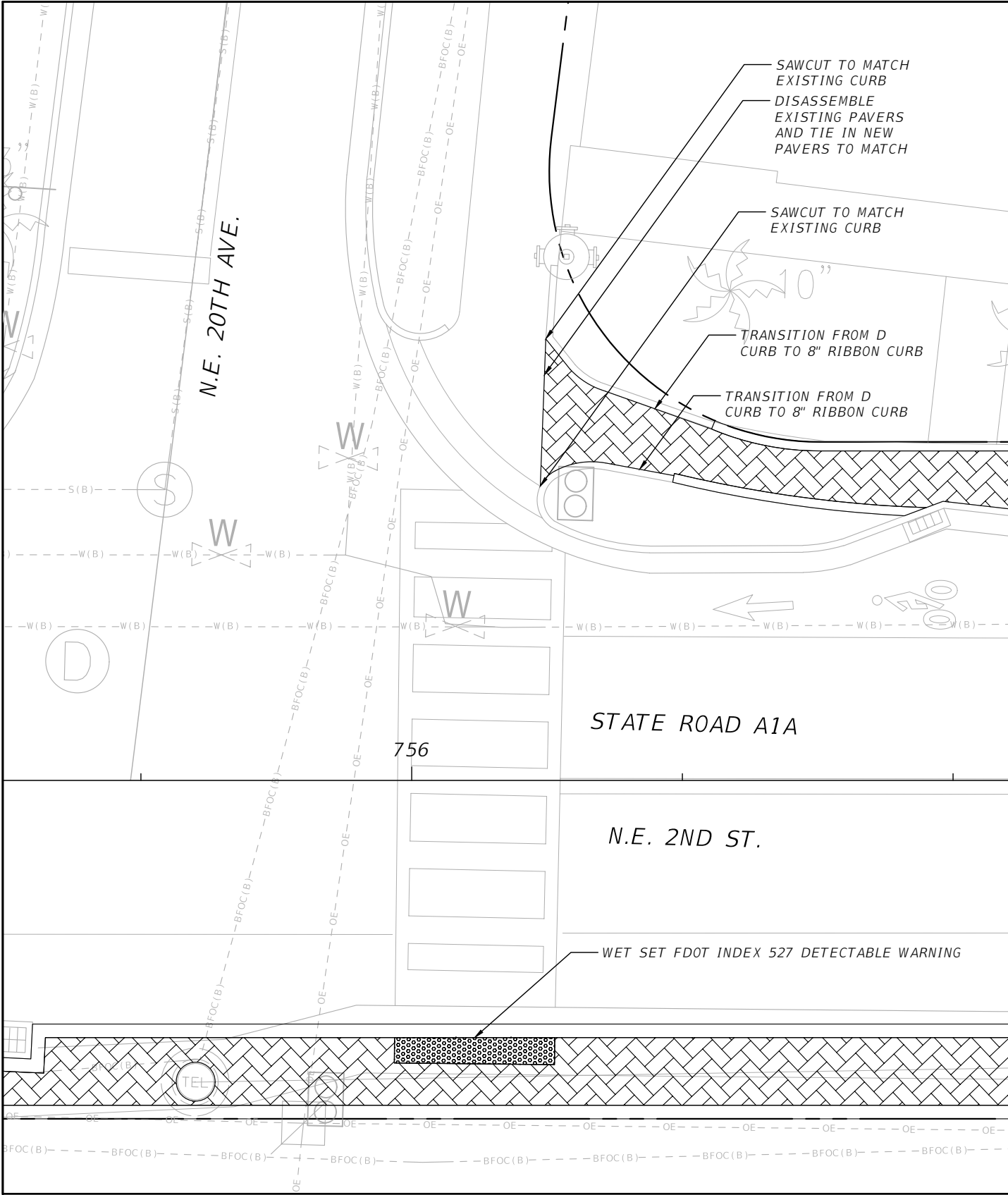
CONTRACTOR SHALL BE RESPONSIBLE FOR REPAVING OF ALL
ONSITE AND OFFSITE PAVED AREAS DUE TO INSTALLATION OF
WORK, INCLUDING BUT NOT LIMITED TO, ROADWAY, PAVED
SHOULDERS, AND PAVED AREAS OUTSIDE OF RIGHT-OF-WAY.



Rafael Fonseca 2/4/2021 2:31:49 PM P:\Projects_2020\200311 - SCurve Streetscape Improvements\Cad\FDOT\Roadway\PLAN\RD01.dwg Page 239 of 652



REVISIONS				WILLIAM R. BARBARO, P.E. P.E. LICENSE NUMBER 64761 CARNAHAN PROCTOR & CROSS 814 S. MILITARY TRAIL DEERFIELD BEACH, FL 33442 CERTIFICATE OF AUTHORIZATION 2936	S-CURVE UTILITY UNDERGROUNDING & STREETSCAPE IMPROVEMENTS	STREETSCAPE PLANS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				
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EXPANDED VIEW
SCALE 1"=10'

REVISIONS				WILLIAM R. BARBARO, P.E. P.E. LICENSE NUMBER 64761 CARNAHAN PROCTOR & CROSS 814 S. MILITARY TRAIL DEERFIELD BEACH, FL 33442 CERTIFICATE OF AUTHORIZATION 2936	S-CURVE STREETSCAPE IMPROVEMENTS	STREETSCAPE PLANS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

LEGEND: (TO BE PLOTTED IN COLOR)

- PROPOSED FPL UNDERGROUND (BY OTHERS)
- PROPOSED AT&T UNDERGROUND (BY OTHERS)
- PROPOSED COMCAST UNDERGROUND (BY OTHERS)

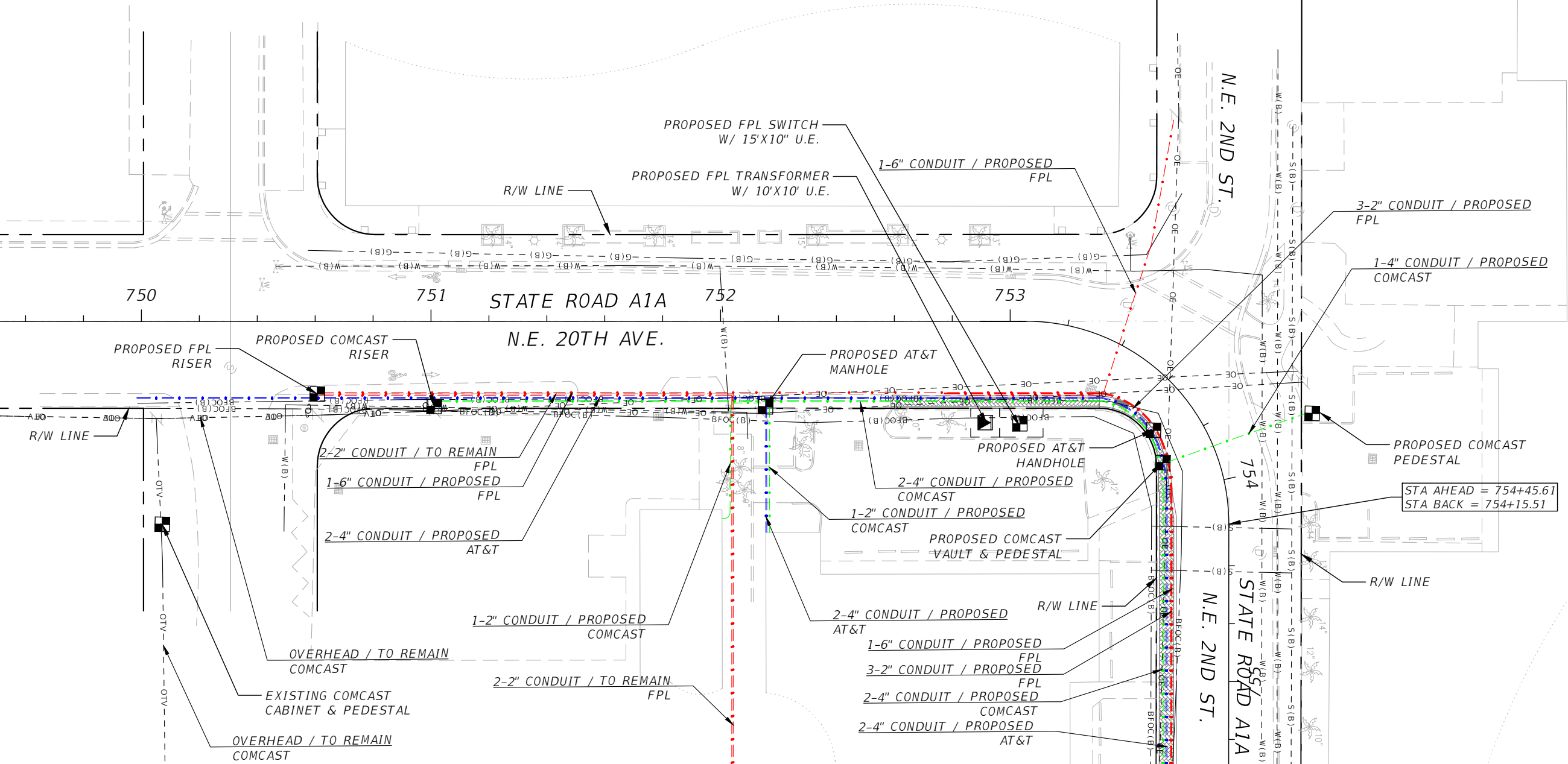
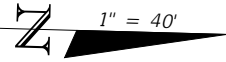
UTILITY CONTACTS:

FPL
TERRY MILLER
(954) 232-3389
THERESA.MILLER@FPL.COM

(305) 318-0967
AT&T
JOSHUA WALSH
(954) 552-4764
JW6966@ATT.COM

COMCAST
MATHIAS SABO
MATHIAS_SABO@COMCAST.COM

CROWN CASTLE
MARIO PLA
(786) 701-7309
MARIO.PLA@CROWNCastle.COM



STA AHEAD = 754+45.61
STA BACK = 754+15.51

MATCHLINE STA. - 755+30.10

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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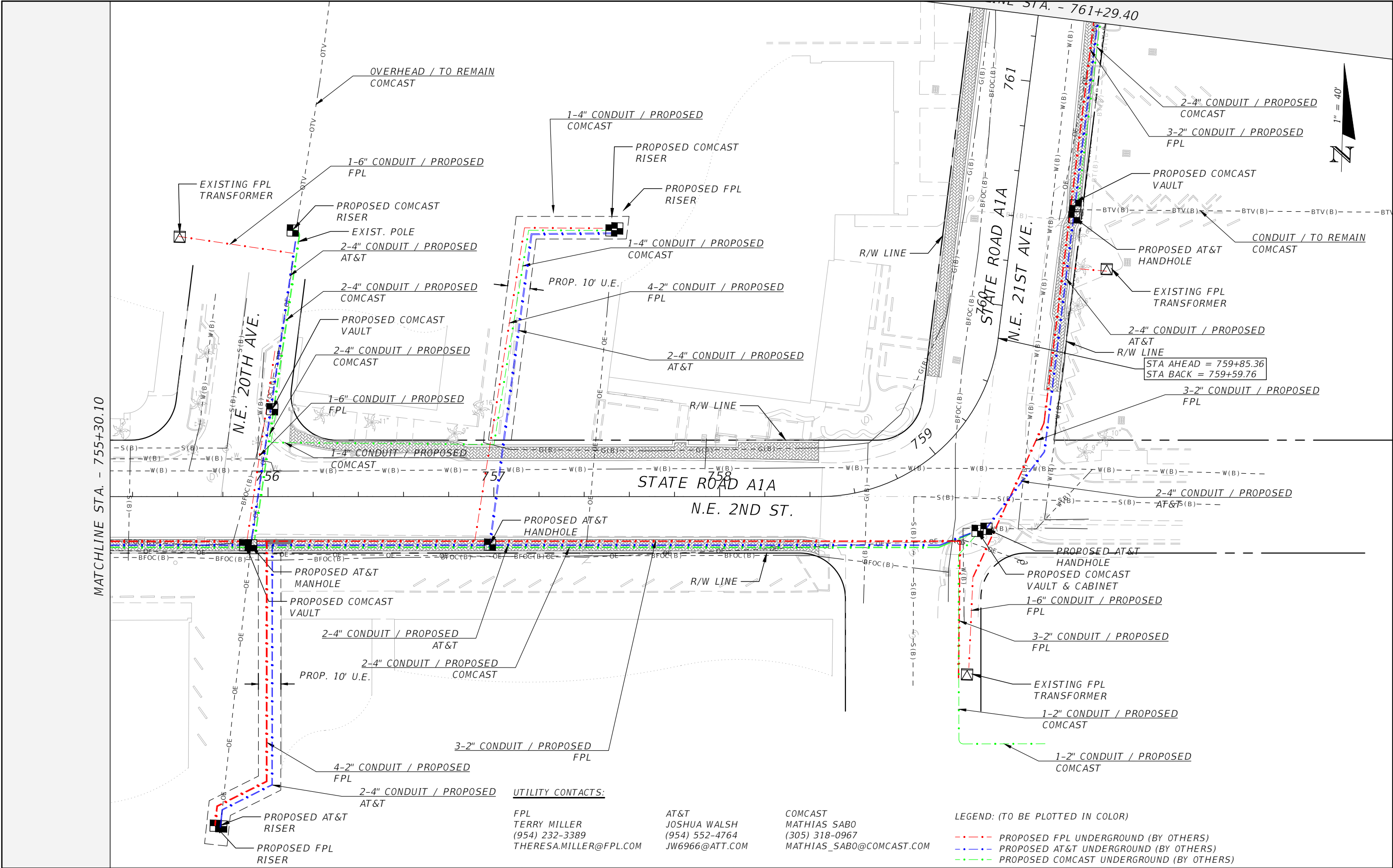
WILLIAM R. BARBARO, P.E.
P.E. LICENSE NUMBER 64761
CARNAHAN PROCTOR & CROSS
814 S. MILITARY TRAIL
DEERFIELD BEACH, FL 33442
CERTIFICATE OF AUTHORIZATION 2936

S-CURVE UTILITY
UNDERGROUNDING &
STREETSCAPE IMPROVEMENTS

UTILITY ADJUSTMENT PLANS

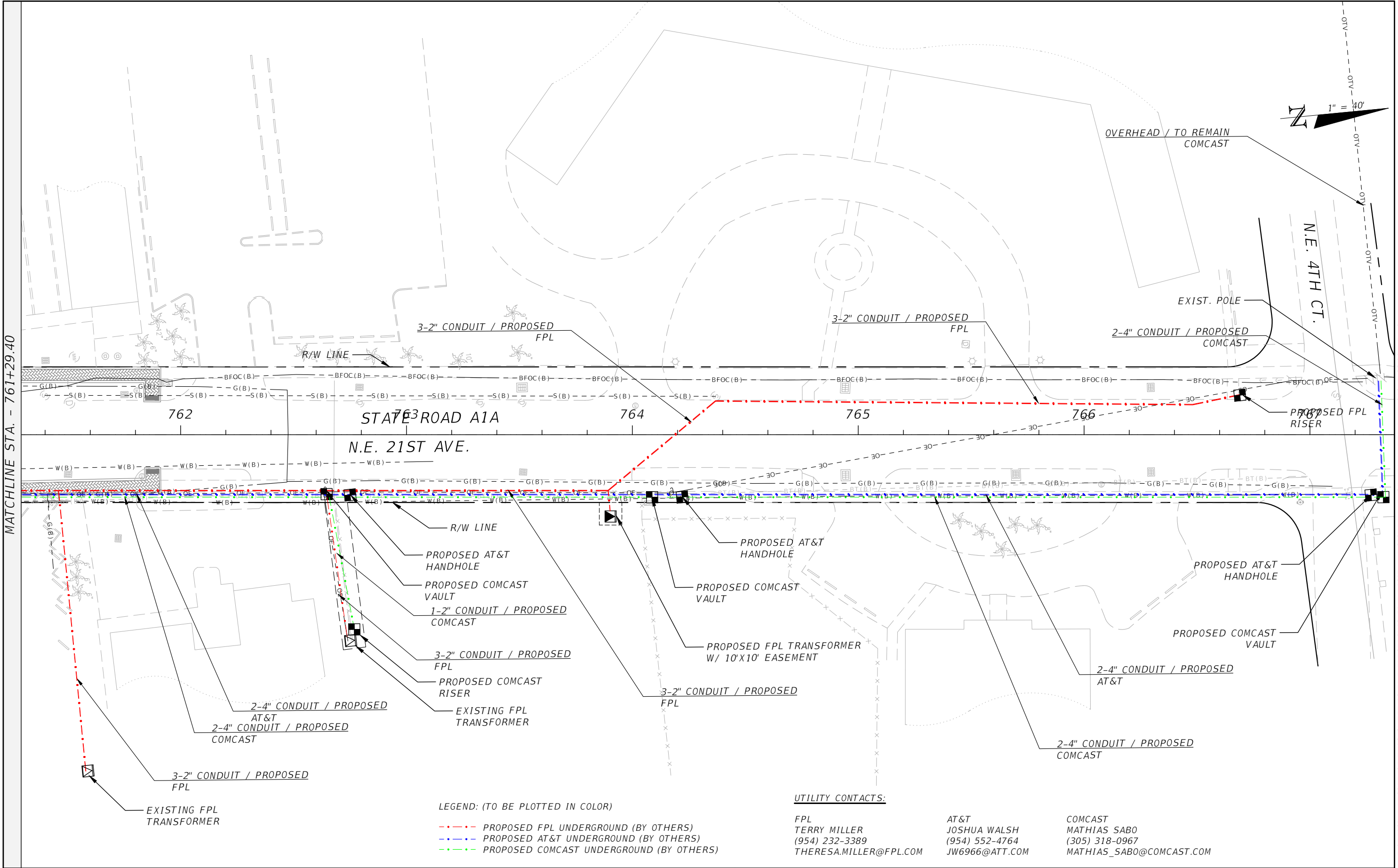
SHEET
NO.

12



R E V I S I O N S				WILLIAM R. BARBARO, P.E. P.E. LICENSE NUMBER 64761 CARNAHAN PROCTOR & CROSS 814 S. MILITARY TRAIL DEERFIELD BEACH, FL 33442 CERTIFICATE OF AUTHORIZATION 2936	S-CURVE UTILITY UNDERGROUNDING & STREETSCAPE IMPROVEMENTS	UTILITY ADJUSTMENT PLANS	SHEET NO. 13
DATE	DESCRIPTION	DATE	DESCRIPTION				
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS				WILLIAM R. BARBARO, P.E. P.E. LICENSE NUMBER 64761 CARNAHAN PROCTOR & CROSS 814 S. MILITARY TRAIL DEERFIELD BEACH, FL 33442 CERTIFICATE OF AUTHORIZATION 2936	S-CURVE UTILITY UNDERGROUNDING & STREETScape IMPROVEMENTS	UTILITY ADJUSTMENT PLANS	SHEET NO. 14
DATE	DESCRIPTION	DATE	DESCRIPTION				
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SUMMARY OF VERIFIED UTILITIES																						
TH - Number	UTILITY DESCRIPTION (Owner, type)	SIZE	MATERIALS	B/L and/or C/L			EXISTING GROUND ELEVATION	COVER	TOP ELEVATION OF UTILITY	(X) EASTING	(Y) NORTHING	UTILITY DIRECTION	OWNER	COMMENTS								
				STATION	OFFSET	LT/RT																
1	FLORIDA PUBLIC UTILITIES, GAS	1 1/4"	STEEL	736+61.79	20.03	RT	9.97	3.48	6.49	958310.76	720058.77	NS	FLORIDA PUBLIC UTILITIES	N/A								
2	AT&T, BURIED TELEPHONE	1/2"	DBC	736+62.02	22.09	RT	10.10	3.12	6.98	958312.81	720059.06	NS	AT&T	N/A								
3	FLORIDA PUBLIC UTILITIES, GAS	2"	PE	736+55.84	18.54	RT	10.01	3.19	6.82	958309.43	720052.79	NS/EW	FLORIDA PUBLIC UTILITIES	N/A								
4	AT&T, BURIED TELEPHONE	1",2"	DBC	737+30.70	20.47	RT	9.68	3.17	6.51	958309.32	720127.67	NS	AT&T	N/A								
5	FLORIDA PUBLIC UTILITIES, GAS	1 1/4"	STEEL	737+30.71	19.95	RT	9.65	3.39	6.26	958308.80	720127.67	NS	FLORIDA PUBLIC UTILITIES	N/A								
6	FLORIDA PUBLIC UTILITIES, GAS	4"	PE	737+30.83	19.17	RT	9.60	3.36	6.24	958308.01	720127.77	NS	FLORIDA PUBLIC UTILITIES	N/A								
7	FLORIDA PUBLIC UTILITIES, GAS	4"	PE	737+31.07	17.55	RT	9.73	4.45	5.28	958306.39	720127.96	NS	FLORIDA PUBLIC UTILITIES	N/A								
8	CITY OF DEERFIELD, SANITARY SEWER	6"	VCP	737+89.36	19.35	RT	9.55	2.49	7.06	958306.60	720186.27	EW	CITY OF DEERFIELD	N/A								
9	AT&T, BURIED TELEPHONE	1"	DBC	737+90.15	21.22	RT	9.52	1.70	7.82	958308.44	720187.12	NS/EW	AT&T	N/A								
10	CITY OF DEERFIELD, WATER	2"	GALV	737+90.55	19.11	RT	9.56	2.22	7.34	958306.32	720187.46	EW	CITY OF DEERFIELD	N/A								
11	FLORIDA PUBLIC UTILITIES, GAS	1 1/4"	STEEL	737+91.97	20.18	RT	9.59	3.32	6.27	958307.35	720188.91	NS	FLORIDA PUBLIC UTILITIES	N/A								
12	AT&T, BURIED TELEPHONE	2"	DBC	737+92.16	20.04	RT	9.59	2.59	7.00	958307.21	720189.10	NS	AT&T	N/A								
13	FLORIDA PUBLIC UTILITIES, GAS	4"	PE	737+94.59	15.53	RT	9.76	4.55	5.21	958302.63	720191.40	NS	FLORIDA PUBLIC UTILITIES	N/A								
14	FLORIDA PUBLIC UTILITIES, GAS	4"	PE	739+97.51	18.59	RT	8.35	5.86	2.49	958300.15	720394.33	NS	FLORIDA PUBLIC UTILITIES	N/A								
15	FLORIDA PUBLIC UTILITIES, GAS	1 1/4"	STEEL	739+99.51	19.46	RT	8.48	3.09	5.39	958300.97	720396.35	NS	FLORIDA PUBLIC UTILITIES	N/A								
16	AT&T, BURIED TELEPHONE	2X2"	DBC	739+99.31	20.53	RT	8.46	2.88	5.58	958302.04	720396.18	NS	AT&T	N/A								
17	FLORIDA PUBLIC UTILITIES, GAS	2"	PE	739+99.80	21.91	RT	8.47	2.30	6.17	958303.40	720396.71	EW	FLORIDA PUBLIC UTILITIES	N/A								
18	FIBER OPTIC CABLE	1"	DBC	739+93.58	22.23	RT	8.33	1.52	6.81	958303.90	720390.50	NS	FIBER OPTIC CABLE	N/A								
19	AT&T, BURIED TELEPHONE	2"	DBC	739+93.29	22.23	RT	8.33	1.65	6.68	958303.91	720390.21	NS	AT&T	N/A								
20	CITY OF DEERFIELD, WATER	2"	GALV	736+70.35	22.01	RT	9.54	3.02	6.52	958312.50	720067.39	EW	CITY OF DEERFIELD	N/A								
21	CITY OF DEERFIELD, WATER	12"	DIP	736+70.10	20.51	RT	9.53	3.78	5.75	958311.01	720067.09	EW	CITY OF DEERFIELD	N/A								
22	CITY OF DEERFIELD, WATER	2"	GALV	737+07.11	19.74	RT	9.65	2.23	7.42	958309.23	720104.07	EW	CITY OF DEERFIELD	N/A								
23	CITY OF DEERFIELD, WATER	6"	DIP	737+08.97	19.71	RT	9.64	3.44	6.20	958309.15	720105.92	EW	CITY OF DEERFIELD	N/A								
24	CITY OF DEERFIELD, WATER	6"	DIP	739+95.20	23.80	LT	8.01	2.38	5.63	958257.84	720390.86	EW	CITY OF DEERFIELD	N/A								
25	CITY OF DEERFIELD, SANITARY SEWER	10"	VCP	740+09.45	25.95	LT	7.83	2.78	5.05	958255.30	720405.05	NS	CITY OF DEERFIELD	N/A								
26	CITY OF DEERFIELD, SANITARY SEWER	10"	VCP	739+63.61	25.9	LT	8.29	3.37	4.92	958256.61	720359.22	NS	CITY OF DEERFIELD	N/A								
27	AT&T, BURIED TELEPHONE	1"	DBC	750+08.20	38.88	RT	8.10	2.27	5.83	958292.83	721405.19	EW	AT&T	N/A								
28	AT&T, BURIED TELEPHONE	1/2"	DBC	750+11.58	38.42	RT	7.69	2.50	5.19	958292.27	721408.56	EW	AT&T	EXPOSED A 24" CONCRETE CASING UNDER 1/2" DIRECT BURIED CABLE								
29	AT&T, BURIED TELEPHONE	1"	DBC	765+12.33	19.40	RT	12.96	2.09	10.87	958859.90	722378.63	NS	AT&T	N/A								
30	CITY OF DEERFIELD, WATER	6"	PVC	750+40.63	39.34	RT	7.48	3.35	4.13	958292.40	721437.62	EW	CITY OF DEERFIELD	N/A								
31	AT&T, BURIED TELEPHONE	2X4"	AC	740+36.00	27.43	RT	8.47	2.44	6.03	958307.93	720433.05	NS	AT&T	N/A								
32	CITY OF DEERFIELD, WATER	8"	DIP	740+40.59	24.02	RT	8.36	3.27	5.09	958304.40	720437.55	EW	CITY OF DEERFIELD	N/A								
33	AT&T, BURIED TELEPHONE	4"	AC	740+44.12	20.28	RT	8.33	2.31	6.02	958300.57	720440.97	NS	AT&T	N/A								
34	AT&T, BURIED TELEPHONE	4"	PVC	740+43.80	21.58	RT	8.32	2.35	5.97	958301.88	720440.68	NS	AT&T, BURIED TELEPHONE	N/A								
35	FLORIDA PUBLIC UTILITIES, GAS	2"	STL	740+41.79	24.87	RT	8.35	2.07	6.28	958305.22	720438.77	NS	FLORIDA PUBLIC UTILITIES	N/A								
36	FLORIDA PUBLIC UTILITIES, GAS	4"	PE	739+98.70	16.59	RT	8.47	6.62	1.85	958298.12	720395.46	NS	FLORIDA PUBLIC UTILITIES	N/A								
37	FLORIDA PUBLIC UTILITIES, GAS	4"	PE	739+98.72	16.21	RT	8.44	6.00	2.44	958297.74	720395.47	NS	FLORIDA PUBLIC UTILITIES	N/A								
38	CITY OF DEERFIELD, WATER	6"	DIP	740+41.46	16.24	LT	8.47	2.95	5.52	958264.13	720437.31	NS	CITY OF DEERFIELD	N/A								
39	AT&T, BURIED TELEPHONE	1"	DBC	764+47.56	18.07	RT	13.06	2.04	11.02	958852.32	722314.29	NS	AT&T	N/A								
40	FLORIDA PUBLIC UTILITIES, GAS	4"	PE	764+47.29	20.57	RT	13.67	2.91	10.76	958854.78	722313.79	NS	FLORIDA PUBLIC UTILITIES	N/A								
41	FLORIDA PUBLIC UTILITIES, GAS	4"	PE	765+10.13	22.19	RT	13.05	2.67	10.38	958862.46	722376.18	NS	FLORIDA PUBLIC UTILITIES	N/A								
42	FLORIDA PUBLIC UTILITIES, GAS	4"	PE	765+67.19	21.76	RT	13.87	3.02	10.85	958867.55	722433.01	NS	FLORIDA PUBLIC UTILITIES	N/A								
43	AT&T, BURIED TELEPHONE	1"	DBC	765+67.03	18.50	RT	12.84	0.88	11.96	958864.29	722433.16	NS	AT&T	N/A								
44	AT&T, BURIED TELEPHONE	1"	DBC	766+13.57	17.45	RT	12.82	1.41	11.41	958867.74	722479.58	NS	AT&T	N/A								
45	FLORIDA PUBLIC UTILITIES, GAS	4"	PE	766+13.95	20.44	RT	13.00	2.22	10.78	958870.75	722479.68	NS	FLORIDA PUBLIC UTILITIES	N/A								
46	FLORIDA PUBLIC UTILITIES, GAS	4"	PE	740+44.25	18.15	RT	8.39	5.87	2.52	958298.43	720441.04	NS	FLORIDA PUBLIC UTILITIES	N/A								
47	FLORIDA PUBLIC UTILITIES, GAS	4"	PE	740+44.29	16.82	RT	8.44	7.37	1.07	958297.11	720441.05	NS	FLORIDA PUBLIC UTILITIES	N/A								
48	AT&T, BURIED TELEPHONE	1"	DBC	746+71.96	99.18	RT	9.42	2.33	7.09	958362.29	721070.73	EW	AT&T, BURIED TELEPHONE	N/A								
49	CITY OF DEERFIELD, WATER	6"	DIP	746+67.45	98.13	RT	9.68	3.81	5.87	958361.37	721066.19	EW	CITY OF DEERFIELD	N/A								
50	CITY OF DEERFIELD, WATER	2"	GALV	746+98.08	99.68	RT	9.73	2.77	6.96	958362.07	721096.85	EW	CITY OF DEERFIELD	N/A								
51	AT&T, BURIED TELEPHONE	1"	DBC	746+67.30	38.50	RT	8.26	2.44	5.82	958301.76	721064.41	EW	AT&T	N/A								
52	CITY OF DEERFIELD, WATER	6"	DIP	746+67.10	38.76	RT	8.26	4.10	4.16	958302.02	721064.22	EW	CITY OF DEERFIELD	N/A								
53	CITY OF DEERFIELD, WATER	1 1/4"	GALV	746+69.26	38.64	RT	8.27	2.81	5.46	958301.84	721066.37	EW	CITY OF DEERFIELD	N/A								
54	FLORIDA PUBLIC UTILITIES, GAS	4"	PE	747+88.04	20.39	RT	8.81	2.92	5.89	958280.35	721184.61	NS	FLORIDA PUBLIC UTILITIES	N/A								
55	AT&T, BURIED TELEPHONE	1/2"	DBC	747+89.70	25.06	RT	8.40	2.34	6.06	958284.98	721186.40	NS	AT&T	N/A								
56	AT&T, BURIED TELEPHONE	1"	DBC	747+87.35	26.83	RT	8.42	2.34	6.08	958286.82	721184.10	NS	AT&T	N/A								
NOTE: SUMMARY OF VERIFIED UTILITIES IS BASED OF FDOT FINANCIAL PROJECT ID: 430595-1-52-01																						
REVISIONS						WILLIAM R. BARBARO, P.E. P.E. LICENSE NUMBER 64761 CARNAHAN PROCTOR & CROSS 814 S. MILITARY TRAIL DEERFIELD BEACH, FL 33442 CERTIFICATE OF AUTHORIZATION 2936			S-CURVE UTILITY UNDERGROUNDING & STREETSCAPE IMPROVEMENTS			SUMMARY OF VERIFIED UTILITIES		SHEET NO.								
DATE	DESCRIPTION		DATE	DESCRIPTION																		
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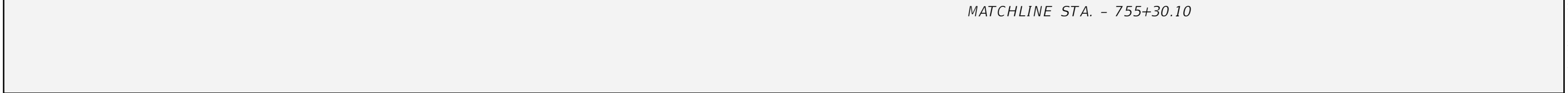
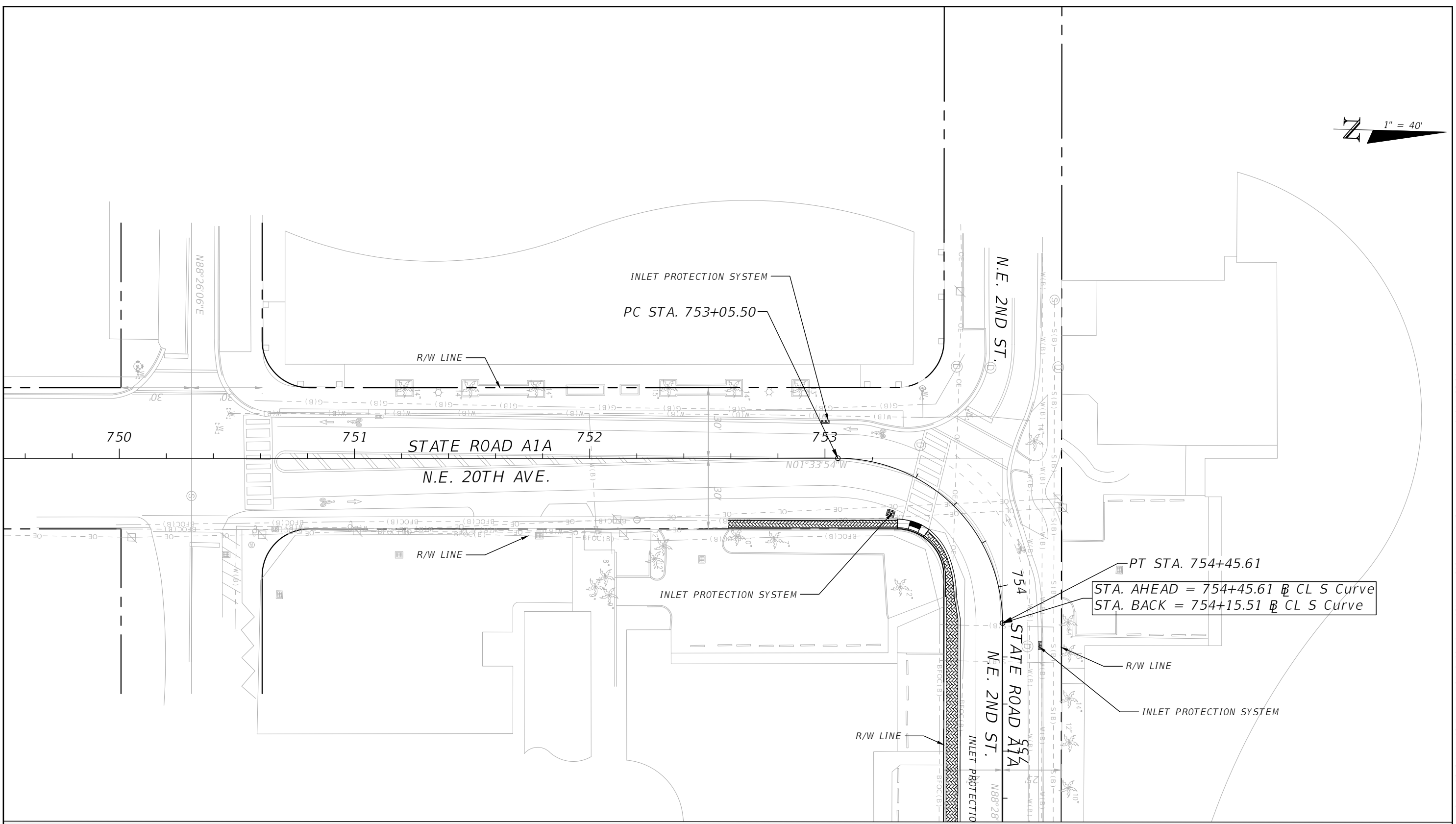
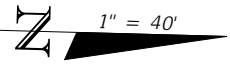
SUMMARY OF VERIFIED UTILITIES																				
TH - Number	UTILITY DESCRIPTION (Owner, type)	SIZE	MATERIALS	B/L and/or C/L			EXISTING GROUND ELEVATION	COVER	TOP ELEVATION OF UTILITY	(X) EASTING	(Y) NORTHING	UTILITY DIRECTION	OWNER	COMMENTS						
				STATION	OFFSET	LT/RT														
57	AT&T, BURIED TELEPHONE	6X4"	AC	747+87.41	27.47	RT	8.43	2.50	5.93	958287.45	721184.18	NS	AT&T	N/A						
58	CITY OF DEERFIELD, WATER	2"	GALV	746+98.21	39.45	RT	8.34	3.26	5.08	958301.86	721095.33	EW	CITY OF DEERFIELD	N/A						
59	BCED, TRAFFIC SIGNAL	2X2"	PVC	746+97.27	38.03	RT	8.33	2.24	6.09	958300.47	721094.36	NS	BCED	N/A						
60	CITY OF DEERFIELD, WATER	2"	GALV	746+98.35	26.53	RT	8.57	3.41	5.16	958288.94	721095.13	EW	CITY OF DEERFIELD	N/A						
61	AT&T, BURIED TELEPHONE	4X4"	AC	746+99.24	23.82	RT	8.66	2.76	5.90	958286.22	721095.94	NS	AT&T	N/A						
62	FLORIDA PUBLIC UTILITIES, GAS	4"	PE	771+27.67	20.51	RT	12.42	4.65	7.77	958920.46	722990.98	NS	FLORIDA PUBLIC UTILITIES	N/A						
63	FLORIDA POWER AND LIGHTING, BURIED ELECTRIC	6"	PVC	771+35.51	18.14	RT	12.50	3.28	9.22	958918.85	722999.02	EW	FLORIDA POWER AND LIGHTING	N/A						
64	CITY OF DEERFIELD, WATER	1"	GALV	771+40.75	17.66	RT	12.52	3.02	9.50	958918.88	723004.28	EW	CITY OF DEERFIELD	N/A						
65	FLORIDA POWER AND LIGHTING, BURIED ELECTRIC	3-2"	PVC	771+57.67	15.96	RT	12.29	5.96	6.33	958918.82	723021.29	EW	FLORIDA POWER AND LIGHTING	N/A						
66	FLORIDA PUBLIC UTILITIES, GAS	4"	PE	771+71.40	21.26	RT	12.71	3.77	8.94	958925.42	723034.44	NS	FLORIDA PUBLIC UTILITIES	N/A						
67	FLORIDA PUBLIC UTILITIES, GAS	4"	PE	772+36.50	20.10	RT	12.93	3.90	9.03	958930.55	723099.35	NS	FLORIDA PUBLIC UTILITIES	N/A						
68	FLORIDA PUBLIC UTILITIES, GAS	1"	PE	772+37.72	18.11	RT	12.91	3.40	9.51	958928.69	723100.75	EW	FLORIDA PUBLIC UTILITIES	N/A						
69	CITY OF DEERFIELD, WATER	1"	GALV	773+30.05	15.10	RT	12.68	2.29	10.39	958929.81	723194.11	EW	CITY OF DEERFIELD	N/A						
70	CITY OF DEERFIELD, WATER	1"	GALV	773+38.65	15.05	RT	12.67	2.49	10.18	958930.12	723202.71	EW	CITY OF DEERFIELD	N/A						
71	FLORIDA PUBLIC UTILITIES, GAS	4"	PE	773+37.48	19.96	RT	12.62	3.05	9.57	958934.98	723201.34	NS	FLORIDA PUBLIC UTILITIES	N/A						
72	AT&T, BURIED TELEPHONE	1"	DBC	774+93.49	29.16	RT	12.14	2.58	9.56	958950.56	723356.85	NS	AT&T	N/A						
73	CITY OF DEERFIELD, WATER	1"	GALV	771+44.25	22.25	LT	12.69	1.84	10.85	958879.49	723011.62	EW	CITY OF DEERFIELD	N/A						
74	FLORIDA POWER AND LIGHTING, BURIED ELECTRIC	3X2"	PE	771+37.26	20.72	LT	12.47	1.50	10.97	958880.35	723004.52	EW	FLORIDA POWER AND LIGHTING	N/A						
75	CITY OF DEERFIELD, WATER	1"	GALV	771+85.24	18.55	LT	12.29	2.27	10.02	958887.14	723052.06	EW	CITY OF DEERFIELD	N/A						
76	FLORIDA PUBLIC UTILITIES, GAS	4"	PE	774+74.66	20.01	RT	12.02	2.74	9.28	958940.64	723338.41	NS	FLORIDA PUBLIC UTILITIES	N/A						
77	CITY OF DEERFIELD, WATER	1"	GALV	773+36.24	16.24	LT	12.71	2.19	10.52	958898.76	723201.58	EW	CITY OF DEERFIELD	N/A						
78	AT&T, BURIED TELEPHONE	6.65' WIDE	CONCRETE	755+72.70	18.56	RT	9.16	1.22	7.94	958441.50	721758.02	EW	AT&T	NORTHERN EDGE OF TELEPHONE VAULT						
78A	AT&T, BURIED TELEPHONE	6.65' WIDE	CONCRETE	755+72.55	25.34	RT	9.38	1.54	7.84	958441.53	721751.24	EW	AT&T	SOUTHERN EDGE OF TELEPHONE VAULT						
79	FLORIDA PUBLIC UTILITIES, GAS	4"	PE	759+83.50	22.89	LT	12.98	3.36	9.62	958766.71	721856.36	NS	FLORIDA PUBLIC UTILITIES	N/A						
80	FLORIDA PUBLIC UTILITIES, GAS	4"	PE	760+12.42	19.86	LT	12.89	3.26	9.63	958772.53	721884.86	NS	FLORIDA PUBLIC UTILITIES	N/A						
81	AT&T, BURIED TELEPHONE	11/2"	DBC	748+55.52	19.90	RT	8.52	2.86	5.66	958278.02	721252.06	NS	AT&T, BURIED TELEPHONE	N/A						
82	AT&T, BURIED TELEPHONE	1/2"	DBC	748+55.58	20.52	RT	8.49	2.73	5.76	958278.64	721252.13	NS	AT&T	N/A						
83	AT&T, BURIED TELEPHONE	11/2"	DBC	748+55.59	20.98	RT	8.48	2.34	6.14	958279.10	721252.15	NS	AT&T	N/A						
84	FLORIDA PUBLIC UTILITIES, GAS	4"	PE	748+55.53	21.31	RT	8.48	3.40	5.08	958279.44	721252.10	NS	FLORIDA PUBLIC UTILITIES	N/A						
85	FLORIDA PUBLIC UTILITIES, GAS	4"	PE	763+15.80	20.14	RT	12.26	3.83	8.43	958841.65	722182.95	NS	FLORIDA PUBLIC UTILITIES	N/A						
86	FLORIDA PUBLIC UTILITIES, GAS	4"	PE	762+79.45	20.08	RT	12.34	3.02	9.32	958838.08	722146.77	NS	FLORIDA PUBLIC UTILITIES	N/A						
87	AT&T, BURIED TELEPHONE	4X4"	AC	748+53.36	27.31	RT	8.32	3.07	5.25	958285.49	721250.10	NS	AT&T	N/A						
88	AT&T, BURIED TELEPHONE	1/2"	DBC	748+53.42	26.80	RT	8.31	1.96	6.35	958284.98	721250.14	NS	AT&T	N/A						
89	AT&T, BURIED TELEPHONE	2"	DBC	748+53.23	25.34	RT	8.25	3.76	4.49	958283.53	721249.91	NS	AT&T	N/A						
90	FLORIDA PUBLIC UTILITIES, GAS	4"	PE	760+38.17	19.57	LT	12.69	2.50	10.19	958775.31	721910.46	NS	FLORIDA PUBLIC UTILITIES	N/A						
91	CITY OF DEERFIELD, WATER	6"	DIP	748+56.84	17.02	LT	8.95	3.48	5.47	958241.08	721252.37	NS	CITY OF DEERFIELD	N/A						
NOTE: SUMMARY OF VERIFIED UTILITIES IS BASED OF FDOT FINANCIAL PROJECT ID: 430595-1-52-01																				
REVISIONS						WILLIAM R. BARBARO, P.E. P.E. LICENSE NUMBER 64761 CARNAHAN PROCTOR & CROSS 814 S. MILITARY TRAIL DEERFIELD BEACH, FL 33442 CERTIFICATE OF AUTHORIZATION 2936					S-CURVE UTILITY UNDERGROUNDING & STREETSCAPE IMPROVEMENTS			SUMMARY OF VERIFIED UTILITIES		SHEET NO.				
DATE	DESCRIPTION		DATE	DESCRIPTION																
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1.0 SITE DESCRIPTION 1.A NATURE OF CONSTRUCTION ACTIVITY: THE PROPOSED IMPROVEMENTS TO THE A1A S - CURVE STREETScape IS IN BROWARD COUNTY. THE PROPOSED PROJECT IS APPROXIMATELY 0.292 MILES IN LENGTH. THE CITY OF DEERFIELD BEACH PROPOSES TO DEMOLISH AND REMOVE ALL IDENTIFIED, NON-CONFORMING SIDEWALKS AND REPLACE THEM WITH CITY SPECIFIED NEW SIDEWALK & PAVERS WITH HEADER CURBS. ALSO INCLUDED IN THIS PROJECT IS THE REMOVAL OF ALL EXISTING OVERHEAD POWER & COMMUNICATION LINES, POLES AND LIGHTING, TO PLACE ALL LINES UNDERGROUND AND ADD NEW STREET LIGHTING AND BOLLARDS. THE PROPOSED CONSTRUCTION WILL BE LIMITED TO THE SIDEWALK AREAS WITHIN THE EXISTING RIGHT-OF-WAY LIMITS, OUTSIDE OF THE TRAVEL LANES AND WITHIN ANY EASEMENT AREAS ONLY. 1.B SEQUENCE OF MAJOR SOIL DISTRIBUTION ACTIVITIES: IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW, UNLESS THE CONTRACTOR PROPOSES A DIFFERENT SEQUENCE THAT IS EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY THE ENGINEER. FOR EACH CONSTRUCT/ON PHASE, INSTALL PERIMETER CONTROL AFTER DEMOLITION & REMOVAL OF EXISTING ELEMENTS NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROL ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED. 1. DEMOLITION & REMOVAL OF OVERHEAD LINES & POLES BY UTILITY COMPANIES 2. DEMOLITION & REMOVAL OF SIDEWALKS 3. NEW LIGHTING, POWER & COMMUNICATIONS ELEMENTS INSTALLATION 4. SIDEWALK & PAVERS CONSTRUCTION 5. RECONSTRUCTION OF AREAS ADJACENT TO NEW SIDEWALK, PAVERS & LIGHTING 1.C AREA ESTIMATES: TOTAL SITE AREA: 2.12 ACRES TOTAL AREA TO BE DISTURBED: 0.71 ACRES 1.D RUNOFF DATA: RUNOFF COEFFICIENTS: BEFORE: 0.75 DURING: 0.75 AFTER: 0.77 #1 DESCRIPTION: 30" RCP (EX-42) LOCATI ON: STA. 753+33 LT EST. DRAINAGE AREA: 2.35 ACRES RECEIVING WATER NAME : INTRACOASTAL WATERWAY #2 DESCRIPTION : 18 " RCP (EX-61) LOCATION: STA. 763+33 LT EST. DRAINAGE AREA : 1.45 ACRES RECEIVING WATER NAME: INTRACOASTAL WATERWAY				1.E SITE MAP: THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW. THE SHEET NUMBERS FOR THE PLAN SHEETS REFERENCED ARE IDENTIFIED THE KEY SHEET OF THESE CONSTRUCTION PLANS. * DRAINAGE PATTERNS: THIS IS A RESURFACING PROJECT. THE DRAINAGE PATTERNS SHALL REMAIN THE SAME AS PRECONSTRUCTION. * APPROXIMATE SLOPES: THE SLOPES WITHIN THE PROJECT ARE SHOWN ON THE TYPICAL SECTION SHEETS. AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE TYPICAL SECTION SHEETS AND THE PLAN SHEETS. ANY AREAS WHERE PERMANENT FEATURES ARE SHOWN TO BE CONSTRUCTED ABOVE OR BELOW GROUND WILL BE DISTURBED. * LOCATION OF TEMPORARY CONTROLS: THE CONTRACTOR IS TO CONSTRUCT TEMPORARY CONTROL IN ACCORDANCE WITH SPECIFICATION SECTION 104. TABLES PROVIDING SUMMARIES OF TEMPORARY EROSION AND SEDIMENT CONTROL ITEMS ARE PROVIDED IN THE SUMMARY OF QUANTITY SHEETS. LOCATION OF PERMANENT CONTROLS: THIS IS A STREETSCAPE IMPROVEMENT PROJECT. THE PERMANENT CONTROLS SHALL REMAIN THE SAME AS PRECONSTRUCTJON. * AREAS TO BE STABILIZED: TEMPORARY STABILIZATION PRACTICES ARE SHOWN IN THE SAME LOCATION AS THE TEMPORARY CONTROLS MENTIONED ABOVE. PERMANENT STABILIZATION IS SHOWN ON THE TYPICAL SECTION SHEETS AND THE PLAN SHEETS. * DISCHARGE POINTS TO SURFACE WATERS: SEE I TEM 1.D. 1. RECEIVING WATERS: SEE ITEM 1.D. FOR THE OUTFALL LOCATIONS AND RECEIVING WATER NAMES. NO WETLANDS OR OTHER SURFACE WATERS ARE PRESENT WITHIN THE PROJECT LIMITS. 2.0 CONTROLS: 2.A EROSION AND SEDIMENT CONTROLS: IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE CONTRACTOR'S PROPOSED TRAFFIC PLAN. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL EROSION AND SEDIMENT CONTROL THROUGHOUT THE ENTIRE DURATION OF THE PROJECT, INCLUDING DURING AND AFTER UTILITY COMPANIES WORK. AS WORK PROGRESSES, THE CONTRACTOR SHALL MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATION, CHANGES IN CONSTRUCTION ACTIVITIES, AND THE NEED FOR BETTER PRACTICES. FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER DEMOLISHING & REMOVAL PROCESSES NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS AFTER ALL UPSTREAM AREAS ARE STABILIZED.			
REVISIONS				WILLIAM R. BARBARO, P.E. P.E. LICENSE NUMBER 64761 CARNAHAN PROCTOR & CROSS 814 S. MILITARY TRAIL DEERFIELD BEACH, FL 33442 CERTIFICATE OF AUTHORIZATION 2936	S-CURVE UTILITY UNDERGROUNDING & STREETSCAPE IMPROVEMENTS	STORMWATER POLLUTION PREVENTION PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				17
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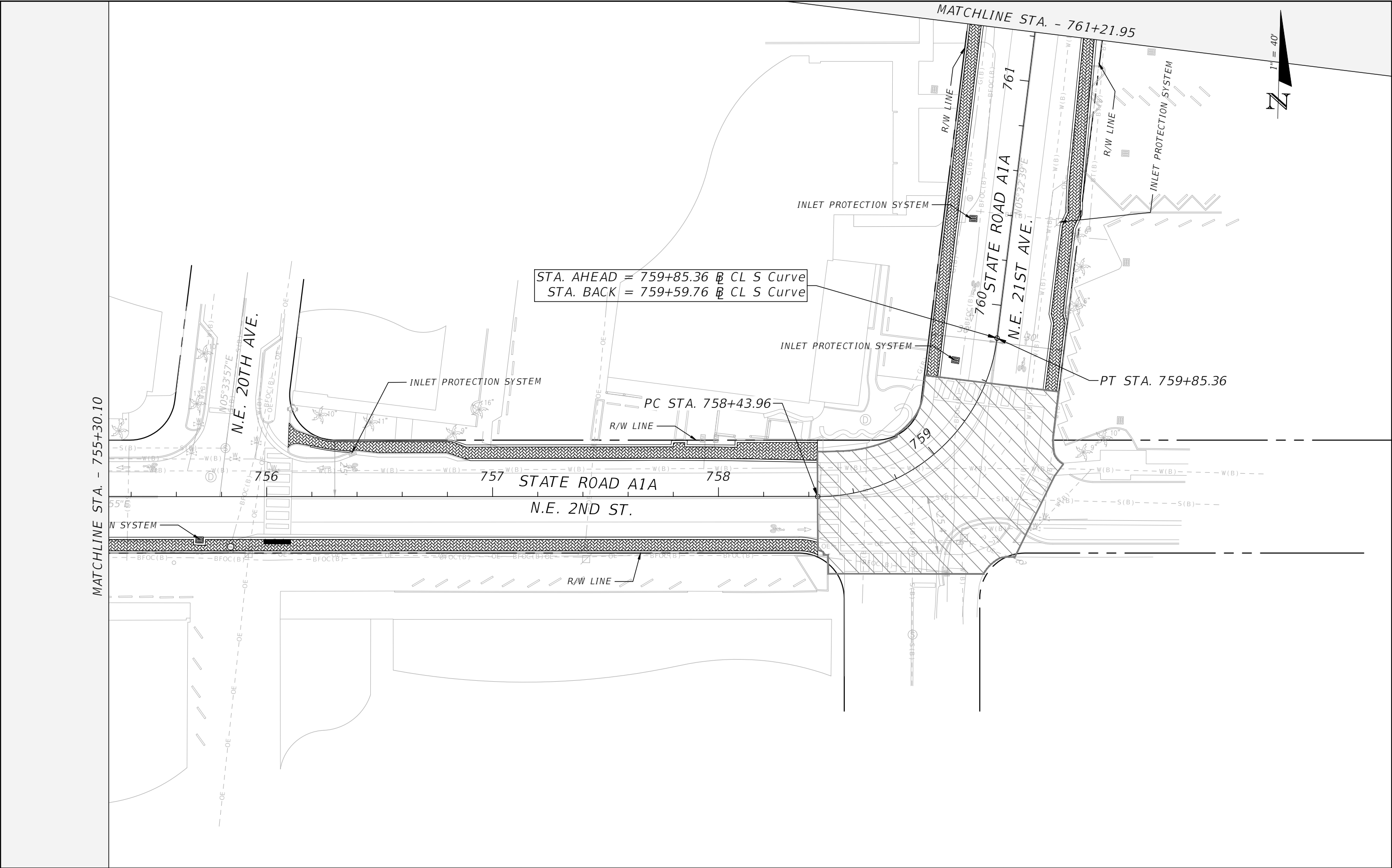
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PAVING OR TURF REINFORCEMENT: IMMEDIATELY AFTER COMPLETION OF THE SIDEWALK & PAVER WORK, PERMANENTLY STABILIZE, PATCH OR SOD DISTURBED ADJACENT AREAS. 2.A.1 STABILIZATION PRACTICES: IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 3 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER. TEMPORARY: * ARTIFICIAL COVERING IN ACCORDANCE WITH SPECIFICATION SECTION 104. * PAVE, PATCH OR SOD IN ACCORDANCE WITH SPECIFICATION SECTION 104. PERMANENT: * ASPHALT OR CONCRETE SURFACE. * SOD IN ACCORDANCE WITH SPECIFICATION SECTION 570. 2.1.2 STRUCTURAL PRACTICES: IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER. TEMPORARY: * SEDIMENT BARRIER IN ACCORDANCE WITH SPECIFICATION 104. * INLET PROTECT/ON SYSTEM IN ACCORDANCE WITH SPECIFICATION SECTION 104. PERMANENT: • HOT PATCH ASPHALT • NEW CONCRETE • SOD 2.8 STORMWATER MANAGEMENT: THE EXISTING STORM DRAIN COLLECTION AND CONVEYANCE SYSTEM WILL REMAIN 2.C OTHER CONTROLS 2.C.1 WASTE DISPOSAL: IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIALS, TO WATER OF THE UNITED STATES. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER. * PROVIDE LITTER CONTROL AND COLLECTION WITHIN THE PROJECT DURING CONSTRUCTION ACTIVITIES. DISPOSING OF ALL CONCRETE, ASPHALT, FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER. DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS OR WETLANDS. 2.C.2 OFFSITE VEHICLE TRACKING AND DUST CONTROL: IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER. * COVERING LOADED HAUL TRUCKS WITH TARPAULINS . * REMOVING EXCESS DIRT FROM PRIVATE PROPERTY, SIDEWALKS, DRIVEWAYS AND ROADS DAILY. * USING ROADWAY OR MANUAL SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS DEMOLISHION & REMOVAL. 2.C.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER OR SEPTIC TANK REGULATIONS:IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, ND SANITARY SEWER OR SEPTIC SYSTEMS. 2.C.4 FERTILIZERS AND PESTICIDES: IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROCEDURES FOR APPLYING ANY FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF EITHER SECTION 570 OR 577 OF THE SPECIFICATIONS. 2.C.5 TOXIC SUBSTANCES: IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES. 2.D.1 APPROVED STATE AND LOCAL PLANS AND PERMITS: * SWFWMD PERMIT NO: NOT APPLICABLE				3.0 MAINTENANCE: IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING. SILT FENCE& INLET PROTECTION: MAINTAIN PER SECTION 104. THE CONTRACTOR SHOULD ANTICIPATE REPLACING SILT FENCE AND INLET PROTECTION ON 12 MONTH INTERVALS. * SEDIMENT BARRIER: REMOVE SEDIMENT WHEN IT REACHES 1/ 2 THE HEIGHT OF THE SEDIMENT BARRIER OR WHEN WATER PONDS IN UNACCEPTABLE AMOUNT OR AREAS. 4.0 INSPECTIONS: CONTRACTOR'S QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES OR GREATER AND SUBMIT THE FORM TO THE ENGINEER. TO COMPLY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCT ED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN. * POINT OF DISCHARGE TO WATERS OF THE UNITED STATES. * POINT OF DISCHARGE TO MUNICIPAL SEPARATE STORM SEWER SYSTEMS. * DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED. * AREAS USED FOR STORAGE OF MATERIAL THAT ARE EXPOSED TO PRECIPITATION STRUCTURAL CONTROLS. * STORMWATER MANAGEMENT SYSTEMS. * LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE. THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER. IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, REAIN SEDIMENT AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER. 5.0 NON-STORMWATER DISCHARGES: IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES. IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT IVETTE LEIVA, DISTRICT NPDES COORDINATOR AT 954-777-4221			
R E V I S I O N S				WILLIAM R. BARBARO, P.E. P.E. LICENSE NUMBER 64761 CARNAHAN PROCTOR & CROSS 814 S. MILITARY TRAIL DEERFIELD BEACH, FL 33442 CERTIFICATE OF AUTHORIZATION 2936	S-CURVE UTILITY UNDERGROUNDING & STREETSCAPE IMPROVEMENTS	STORMWATER POLLUTION PREVENTION PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				18
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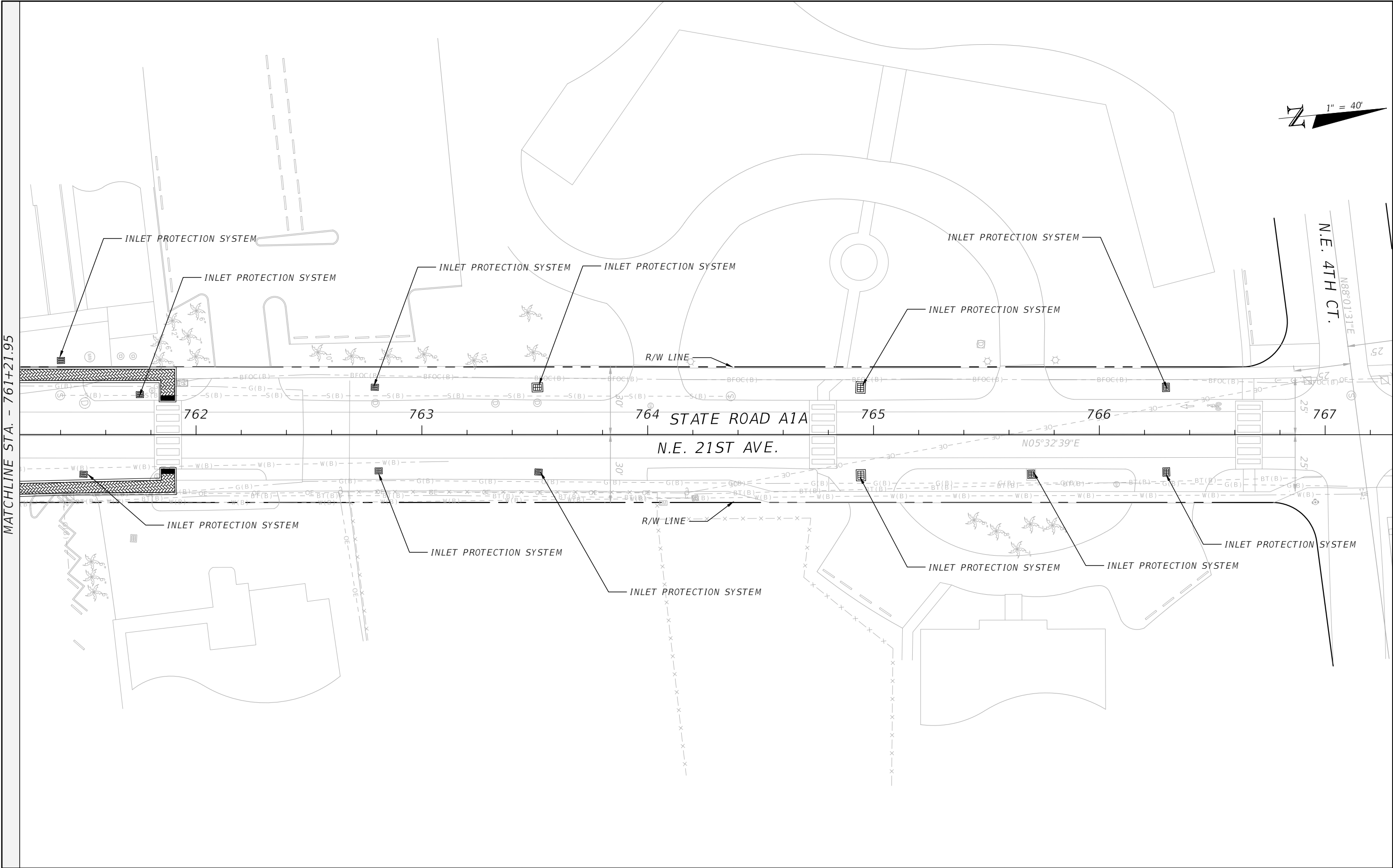
REVISIONS				WILLIAM R. BARBARO, P.E. P.E. LICENSE NUMBER 64761 CARNAHAN PROCTOR & CROSS 814 S. MILITARY TRAIL DEERFIELD BEACH, FL 33442 CERTIFICATE OF AUTHORIZATION 2936	S-CURVE UTILITY UNDERGROUNDING & STREETSCAPE IMPROVEMENTS	EROSION CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				
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DATE	DESCRIPTION	DATE	DESCRIPTION				
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DATE	DESCRIPTION	DATE	DESCRIPTION				
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TABULATION OF QUANTITIES (BOLLARD LIGHTING ONLY)

PAYITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS																TOTAL THIS SHEET		GRAND TOTAL	
			24		25		26		27													
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	177		666		390											1233		1233		
*630-2-11A	CONDUIT, INSTALL, OPEN TRENCH	LF	68		332		423											823		823		
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	229		751		404											1384		1384		
*630-2-12A	CONDUIT, INSTALL, DIRECTIONAL BORE	LF	150		406		814		277									1647		1647		
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	11		22		17											50		50		
**635-2-30	PULL & SPLICE BOX, INSTALL, 13" x 24" COVER SIZE	EA	4		13		23		12									52		52		
639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	1															1		1		
641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	2															2		2		
715-1-12	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	LF	1614		5043		2994											9651		9651		
715-7-11	LOAD CENTER, F&I, SECONDARY VOLTAGE	EA	1															1		1		
715-516-305	BOLLARD COMPLETE- SPECIAL DESIGN, F&I ,CONC. BOLLARD	EA	11		16		17											44		44		

* COORDINATE WITH FPL TO OBTAIN CONDUITS INCLUDING TRANSPORTATION TO JOB SITE. COST INCLUDES INSTALLATION ONLY.
PLANS SHOW APPROXIMATE LOCATION. FIELD CONFIRM EXACT LOCATION AND FPL EQUIPMENT PREFERENCES PRIOR TO INSTALLATION.

** COORDINATE WITH FPL TO OBTAIN PULL BOXES INCLUDING TRANSPORTATION TO JOB SITE. COST INCLUDES INSTALLATION ONLY.
PLANS SHOW APPROXIMATE LOCATION. FIELD CONFIRM EXACT LOCATION AND FPL EQUIPMENT PREFERENCES PRIOR TO INSTALLATION.

715-7-11 INCLUDES THE COST OF SERVICE CONDUCTORS & CONDUIT FROM FPL SERVICE POLE TO LOAD CENTER,
CONCRETE SERVICE POLE, AND METER CAN.

715-516-305 INCLUDES THE COST OF COMPLETE BOLLARD ASSEMBLY WITH FOUNDATION. SEE BOLLARD DATA AND LEGEND SHEET FOR
INFORMATION ON BOLLARD LIGHTING TYPE (WHITE LED, AMBER LED - TURTLE SAFE)
BOLLARD MANUFACTURER TO PROVIDE WIND LOAD CALCULATIONS AND STRUCTURAL DESIGN FOR BOLLARD AND ITS FOUNDATION.

REVISIONS				MOHAN GOPALAKRISHNA, P.E., PTOE P.E. LICENSE NUMBER 60720 CARNAHAN PROCTOR & CROSS 814 S. MILITARY TRAIL DEERFIELD BEACH, FL 33442 CERTIFICATE OF AUTHORIZATION 2936	S-CURVE UTILITY UNDERGROUNDING & STREETSCAPE IMPROVEMENTS	TABULATION OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				
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FPL POLE DATA

POLE NO / ID	CIRCUIT (SEE NOTE 5)	STATION	DIST. OR ARM	LUMINAIRE WATTAGE	TILT	MOUNTING HEIGHT	POLE SETBACK	PAY ITEM (SEE NOTE 5)
1 / P2		STA. 753+82 LT B SR A1A	6 FT.	58W	N/A	18 FT.	SEE NOTE 3	
2 / P2		STA. 754+83 LT B SR A1A	6 FT.	58W	N/A	18 FT.	SEE NOTE 3	
3 / P2		STA. 755+64 LT B SR A1A	6 FT.	58W	N/A	18 FT.	SEE NOTE 3	
4 / P2		STA. 756+15 LT B SR A1A	6 FT.	58W	N/A	18 FT.	SEE NOTE 3	
5 / P1		STA. 756+56 LT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
6 / P1		STA. 757+00 LT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
7 / P1		STA. 757+99 LT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
8 / P1		STA. 758+67 LT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
9 / P1		STA. 759+24 LT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
10 / P1		STA. 760+39 LT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
11 / P1		STA. 760+82 LT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
12 / P1		STA. 761+64 LT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
13 / P1		STA. 761+92 LT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
14 / P1		STA. 762+62 LT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
15 / P1		STA. 763+21 LT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
16 / P1		STA. 763+83 LT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
17 / P1		STA. 764+41 LT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
18 / P1		STA. 764+90 LT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
19 / P1		STA. 765+50 LT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
20 / P1		STA. 766+10 LT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
21 / P1		STA. 766+54 LT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
22 / P1		STA. 766+77 LT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
23 / P1		STA. 766+77 RT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
24 / P1		STA. 766+53 RT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
25 / P1		STA. 766+09 RT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
26 / P1		STA. 765+68 RT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
27 / P1		STA. 765+14 RT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
28 / P1		STA. 764+65 RT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
29 / P1		STA. 763+92 RT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
30 / P1		STA. 763+18 RT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
31 / P1		STA. 762+81 RT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
32 / P1		STA. 761+84 RT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
33 / P1		STA. 761+33 RT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
34 / P1		STA. 760+60 RT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
35 / P1		STA. 760+14 RT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
36 / P1		STA. 759+34 RT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
37 / P1		STA. 758+93 RT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 3	
38 / P1		STA. 758+36 RT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 4	
39 / P1		STA. 757+44 RT B SR A1A	6 FT.	56W	N/A	18 FT.	SEE NOTE 4	

NOTES:

1. Pole setback is the distance measured from the edge of travel way, or face of curb, to the face of pole.
2. All light poles to be within the R/W.
3. Install light pole such that back of foundation is flush with back of sidewalk.
4. Install light pole such that back of foundation is flush with R/W Line.
5. Light poles, conductors, circuitry and lighting system to be installed and maintained by Florida Power and Light (FPL). FPL is responsible for all pole placements (sidewalk replacement in impacted areas, meeting 4' ADA clearance, adjustments with regards to underground utilities , Geotech, electrical calculations, etc. for a complete and acceptable lighting installation. City contractor to install lighting conduits and pullboxes concurrently with bollard lighting system.

LIGHTING DESIGN CRITERIA

Average Initial Intensity (HFC)	1.0-1.5 Foot Candles
Midblock Crosswalk Intensity (hFC)	1.0-1.5 (Retrofit Criteria)
Midblock Crosswalk Intensity (VFC)	1.0 Foot Candles (Retrofit Criteria)
Uniformity Ratio Avg./Min.	4:1 Or Less
Max./Min.	10:1 Or Less
Veiling Luminance Ratio	0.3:1 Or Less
Wind Speed	160 mph

LEGEND
DESCRIPTION

ID & SYMBOL

P1  6' Arm

Black Concrete pole, arm, luminaire, and pull box. 56 W (1934 Lumens) True Amber LED luminaire designed for Type III distribution. LED driver wired for 240 volt operation. Pole mounting height is 18 ft. Luminaire to be Holophane GLASWERKS BERN LED, FLAT LENS, 530mA, (FDOT FLORIDA DESIGN MANUAL) with True amber LEDs and photometric curve no. LTL27271P4. To be installed by FPL.

P2  6' Arm

Black Concrete pole, arm, luminaire, and pull box. 58 W (6808 Lumens) 4000K CCT LED luminaires designed for Type III distribution. LED driver wired for 240 volt operation. Pole mounting height is 18 ft. Luminaire to be GlasWerks LED Bern - Flat Glass, LED Package 20 with white LEDs and photometric curve no. ISF31451P5. To be installed by FPL.

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R E V I S I O N S				MOHAN GOPALAKRISHNA, P.E., PTOE P.E. LICENSE NUMBER 60720 CARNAHAN PROCTOR & CROSS 814 S. MILITARY TRAIL DEERFIELD BEACH, FL 33442 CERTIFICATE OF AUTHORIZATION 2936	S-CURVE UTILITY UNDERGROUNDING & STREETSCAPE IMPROVEMENTS	POLE DATA AND LEGEND	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				23
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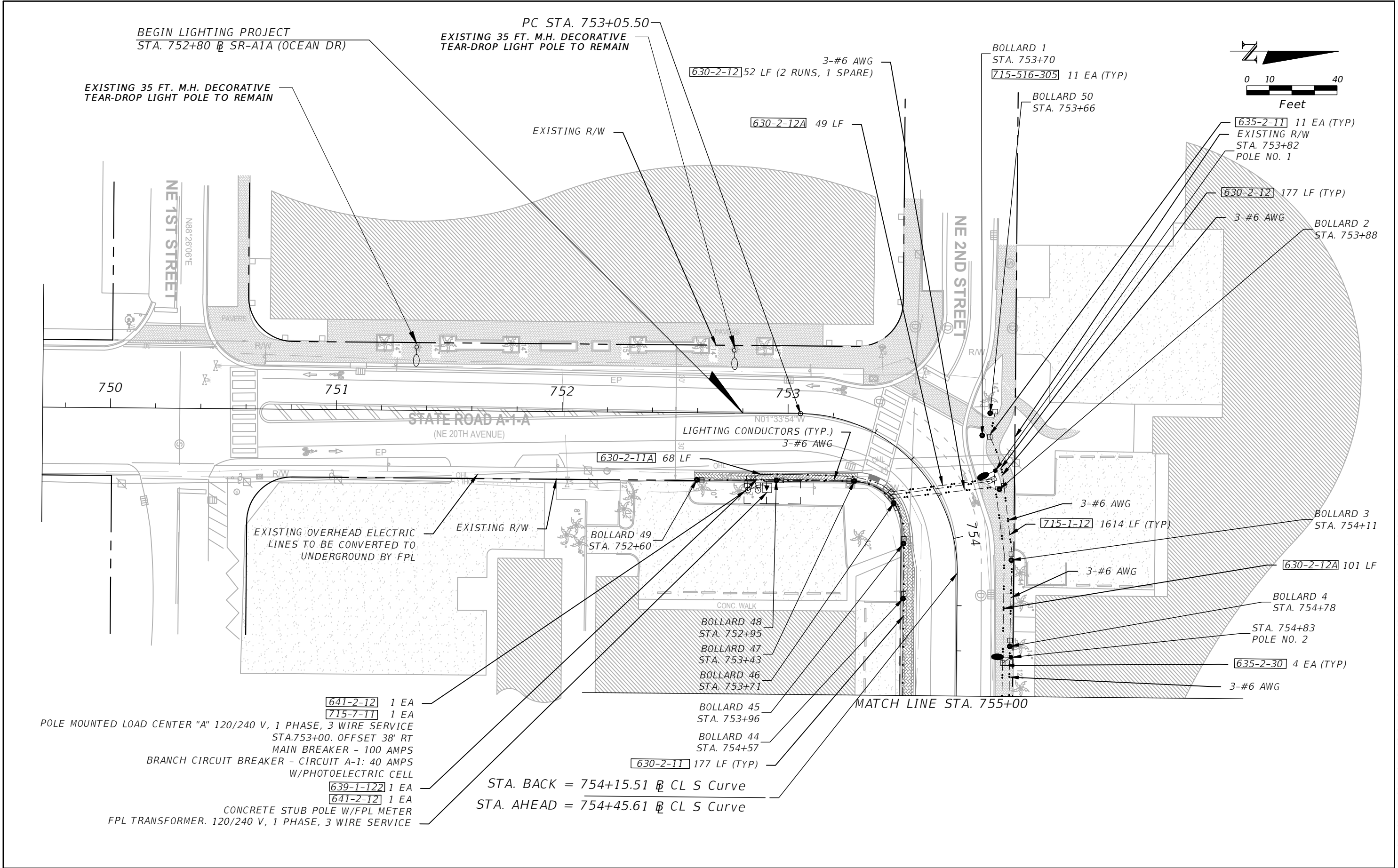
BOLLARD DATA								
BOLLARD NO / ID	CIRCUIT	STATION	DIST. OR ARM	LUMINAIRE WATTAGE	TILT	MOUNTING HEIGHT	BOLLARD SETBACK SEE NOTE 6	PAY ITEM
1 / B1	A-1	STA. 753+70 LT B SR A1A	N/A	45W	N/A	4 FT.	SEE NOTE 4	715-516-305
2 / B1	A-1	STA. 753+88 LT B SR A1A	N/A	45W	N/A	4 FT.	SEE NOTE 4	715-516-305
3 / B1	A-1	STA. 754+11 LT B SR A1A	N/A	45W	N/A	4 FT.	SEE NOTE 3	715-516-305
4 / B1	A-1	STA. 754+78 LT B SR A1A	N/A	45W	N/A	4 FT.	SEE NOTE 3	715-516-305
5 / B1	A-1	STA. 755+36 LT B SR A1A	N/A	45W	N/A	4 FT.	SEE NOTE 3	715-516-305
6 / B1	A-1	STA. 755+58 LT B SR A1A	N/A	45W	N/A	4 FT.	6 FT.	715-516-305
7 / B1	A-1	STA. 756+09 LT B SR A1A	N/A	45W	N/A	4 FT.	SEE NOTE 3	715-516-305
8 / B1	A-1	STA. 756+45 LT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
9 / B1	A-1	STA. 756+86 LT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
10 / B1	A-1	STA. 757+46 LT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
11 / B1	A-1	STA. 758+06 LT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
12 / B1	A-1	STA. 758+39 LT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
13 / B1	A-1	STA. 758+53 LT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
14 / B1	A-1	STA. 758+78 LT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
15 / B1	A-1	STA. 759+20 LT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
16 / B1	A-1	STA. 760+36 LT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
17 / B1	A-1	STA. 760+70 LT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
18 / B1	A-1	STA. 761+07 LT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
19 / B1	A-1	STA. 761+68 LT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
20 / B1	A-1	STA. 761+97 LT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
21 / B1	A-1	STA. 762+56 LT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
22 / B1	A-1	STA. 762+95 LT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
23 / B1	A-1	STA. 763+34 LT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
24 / B1	A-1	STA. 763+74 LT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
25 / B1	A-1	STA. 764+19 RT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
26 / B1	A-1	STA. 763+79 RT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
27 / B1	A-1	STA. 763+31 RT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
28 / B1	A-1	STA. 762+77 RT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
29 / B1	A-1	STA. 762+04 RT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
30 / B1	A-1	STA. 761+41 RT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
31 / B1	A-1	STA. 760+89 RT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
32 / B1	A-1	STA. 760+33 RT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
33 / B1	A-1	STA. 759+94 RT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 4	715-516-305
34 / B1	A-1	STA. 759+51 RT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 4	715-516-305
*35 / B1	A-1	STA. 759+38 RT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 4	NOT IN CONTRACT
*36 / B1	A-1	STA. 759+26 RT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 4	NOT IN CONTRACT
*37 / B1	A-1	STA. 759+01 RT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 4	NOT IN CONTRACT
*38 / B1	A-1	STA. 758+86 RT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 4	NOT IN CONTRACT
*39 / B1	A-1	STA. 758+60 RT B SR A1A	N/A	32W	N/A	4 FT.	N/A	NOT IN CONTRACT
*40 / B1	A-1	STA. 758+59 RT B SR A1A	N/A	32W	N/A	4 FT.	N/A	NOT IN CONTRACT
41 / B1	A-1	STA. 758+36 RT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 5	715-516-305
42 / B1	A-1	STA. 757+40 RT B SR A1A	N/A	32W	N/A	4 FT.	SEE NOTE 3	715-516-305
43 / B1	A-1	STA. 756+00 RT B SR A1A	N/A	45W	N/A	4 FT.	SEE NOTE 3	715-516-305
44 / B1	A-1	STA. 754+57 RT B SR A1A	N/A	45W	N/A	4 FT.	SEE NOTE 3	715-516-305
45 / B1	A-1	STA. 753+96 RT B SR A1A	N/A	45W	N/A	4 FT.	SEE NOTE 3	715-516-305
46 / B1	A-1	STA. 753+71 RT B SR A1A	N/A	45W	N/A	4 FT.	SEE NOTE 3	715-516-305
47 / B1	A-1	STA. 753+43 RT B SR A1A	N/A	45W	N/A	4 FT.	SEE NOTE 3	715-516-305
48 / B1	A-1	STA. 752+95 RT B SR A1A	N/A	45W	N/A	4 FT.	SEE NOTE 3	715-516-305
49 / B1	A-1	STA. 752+60 RT B SR A1A	N/A	45W	N/A	4 FT.	SEE NOTE 3	715-516-305
50 / B1	A-1	STA. 753+70 LT B SR A1A	N/A	45W	N/A	4 FT.	SEE NOTE 4	715-516-305
* FUTURE BOLLARD LOCATIONS. FURNISH AND INSTALL CONDUITS, CONDUCTORS, AND PULL BOXES AS SHOWN IN THE PLANS.								
REVISIONS						MOHAN GOPALAKRISHNA, P.E., PTOE P.E. LICENSE NUMBER 60720 CARNAHAN PROCTOR & CROSS 814 S. MILITARY TRAIL DEERFIELD BEACH, FL 33442 CERTIFICATE OF AUTHORIZATION 2936		SHEET NO. 24
DATE	DESCRIPTION		DATE	DESCRIPTION		S-CURVE UTILITY UNDERGROUNDING & STREETSCAPE IMPROVEMENTS		
----	----					BOLLARD DATA AND LEGEND		
LIGHTING DESIGN CRITERIA NONE FOR BOLLARD LIGHTING								
NOTES: 1. Bollard setback is the distance measured from the edge of travel way, or face of curb, to the face of the bollard. 2. All bollards to be within the R/W. 3. Install bollard such that back of foundation is flush with back of sidewalk. 4. Install bollard such that back of foundation is flush with front of sidewalk. 5. Install bollard such that front of foundation is flush with back of sidewalk. 6. Match bollard foundation similar to other Deerfield Beach bollard installations. Coordinate with manufacturer Visionaire Lighting for details of foundation and hardware. 7. Bollard manufacturer to provide wind load calculations and structural design for Bollard and its foundation, if required.								
LEGEND DESCRIPTION								
ID & SYMBOL								
EX  Existing decorative light pole with Tear-Drop luminaire to remain. Pole mounting height is 35 ft.								
B1  Concrete bollard. LED luminaire. LED driver wired for 240 volt operation. Bollard height is 4 ft. Bollard to Visionaire Lighting Endurascape Cat. No. EDS-3A-COG-20LC-7-4K-UNV-AB-GY/MD (White LED - 45W, 1906 Lumens, 4000K) and EDS-3A-COG-20LC-5-TS-UNV-AB-GY/MD (Amber LED - 32W, 296 Lumens - Turtle Safe) as called out in Bollard Data Table. Photometric curve no. 080317B								
 Proposed Lighting Load Center 120/240 Volt, 1 Phase, 3 Wire.								
 Proposed lighting pull box								
 2" HDPE CONDUIT, DIRECTIONAL BORE, WITH CONDUCTORS INSIDE (CONDUIT AND CONDUCTOR SIZE AS SHOWN ON PLAN SHEETS). RUN ONE COPPER BOND CONDUCTOR (THWN-2 GREEN INSULATION) INSIDE CONDUIT WITH OTHER CONDUCTORS.								
 2" SCH. 40 PVC CONDUIT, OPEN TRENCH, WITH CONDUCTORS INSIDE (CONDUIT AND CONDUCTORS SIZE AS SHOWN ON PLAN SHEETS). RUN ONE COPPER BOND CONDUCTOR (THWN-2 GREEN INSULATION) INSIDE CONDUIT WITH OTHER CONDUCTORS.								
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LIGHTING NOTES

1. THE MAINTAINING AGENCY FOR THE LIGHTING SYSTEM BOLLARD LIGHTING IS THE CITY OF DEERFIELD BEACH. ALL OTHER LIGHT POLES AND RELATED CONDUITS, CONDUCTORS, CIRCUITRY AND ENTIRE LIGHTING SYSTEM TO BE INSTALLED AND MAINTAINED BY FLORIDA POWER AND LIGHT (FPL). FPL IS RESPONSIBLE FOR ALL POLE PLACEMENTS, ADJUSTMENTS WITH REGARDS TO UNDERGROUND UTILITIES, GEOTECH, ELECTRICAL CALCULATIONS, ETC. FOR A COMPLETE AND ACCEPTABLE LIGHTING INSTALLATION.
2. LIGHT POLE AND BOLLARD LOCATIONS MAY BE ADJUSTED UP TO 4 FT. FROM PLAN LOCATIONS. CONTACT THE ENGINEER FOR ANY ADJUSTMENTS GREATER.
3. ENDS OF CONDUITS SHALL BE SEALED WITH POLYURETHANE FOAM AFTER WIRING IS COMPLETE. FOAM SEAL SHALL NOT BE USED AS A MEANS TO PROTECT CONDUCTORS FROM ABRASION IN RACEWAYS. GALVANIZED RIGID METAL CONDUIT SHALL HAVE PROPER FITTINGS TO PROTECT CONDUCTORS FROM ABRASION.
4. GROUND RODS ARE TO BE LOCATED AT EACH PULL BOX. GROUND RODS SHALL BE 5/8"X 20' COPPER CLAD STEEL GROUNDING ELECTRODES. LOAD CENTER TO BE 5/8" X 40' OF GROUND ROD.
5. ALL GROUNDING CONNECTIONS SHALL BE EXOTHERMICALLY WELDED AS PER F.D.O.T. SPECIFICATIONS SECTION 715-11.
6. GROUND CONDUCTOR SHALL HAVE A GREEN JACKET, TYPE TW, AND SHALL NOT BE SMALLER THAN NO. 8 AWG.
7. POLYMER CONCRETE PULL BOXES REINFORCED BY HEAVY-WEAVE FIBERGLASS SHALL HAVE EXTERIOR DIMENSIONS OF 25"X 15-1/2"X 12". COVERS SHALL BE OF HEAVY-DUTY POLYMER COMPOSITE AND LABELED WITH "STREET LIGHT".
8. THE CONTRACTOR SHALL CONSTRUCT CONCRETE SLABS AROUND ALL PULL BOXES LOCATED IN UNPAVED/GRASS AREA. SEE INDEX 715-001 FOR DETAILS AND NOTES. COST OF THE SLAB CONSTRUCTION, INCLUDING REINFORCED STEEL FABRIC, SHALL BE INCLUDED IN THE RELATED PAY ITEMS FOR PULL BOXES.
9. PULL BOX COVER SHALL BE BOLTED TO THE PULL BOX USING A TAMPER PROOF BOLT.
10. LIGHT POLE FOUNDATIONS SHALL BE INSTALLED AT A GRADE THAT IS FLUSH WITH THE ADJACENT AND SURROUNDING SIDEWALK.
11. ALL UNDERGROUND CONDUITS SHALL HAVE A MINIMUM COVER OF 24". ALL CONDUITS UNDER ROADWAYS SHALL HAVE A MINIMUM COVER OF 36". CONDUITS UNDER ASPHALT DRIVEWAYS MAY BE INSTALLED WITH 24" OF COVER.
12. ONCE THE BOLLARD LIGHTING SYSTEM IS SUBSTANTIALLY COMPLETE, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR A FINAL INSPECTION OF THE LIGHTING CONSTRUCTION.
13. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR AND THE UTILITY OWNERS DURING CONSTRUCTION.
14. TRAFFIC CONTROL (M.O.T.) SHALL BE IN ACCORDANCE WITH F.D.O.T. STANDARD PLANS. ATTENTION IS DIRECTED TO INDEXES 102-601, 102-602, 102-603, 102-604 AND 102-660 FOR APPLICABILITY TOWARDS THE LIGHTING CONSTRUCTION.
15. CONDUIT ROUTING AS SHOWN IN THE PLANS IS APPROXIMATE, AND DIAGRAMMATIC. CONTRACTOR SHALL DETERMINE BEST CONDUIT ROUTES TO MINIMIZE IMPACT TO EXISTING FACILITIES AND LANDSCAPING. ALL UNDERGROUND AND ABOVEGROUND EXISTING FEATURES SHALL BE RETURNED TO ITS ORIGINAL CONDITION AS A RESULT OF TRENCHING OF CONDUIT.
16. CONDUIT TRENCHES SHALL BE BACKFILLED AND COMPACTED AS PER SECTION 630 OF F.D.O.T. STANDARD SPECIFICATIONS.
17. BOLLARD MANUFACTURER TO PROVIDE WIND LOAD CALCULATIONS AND STRUCTURAL DESIGN FOR BOLLARD AND ITS FOUNDATION, IF REQUIRED

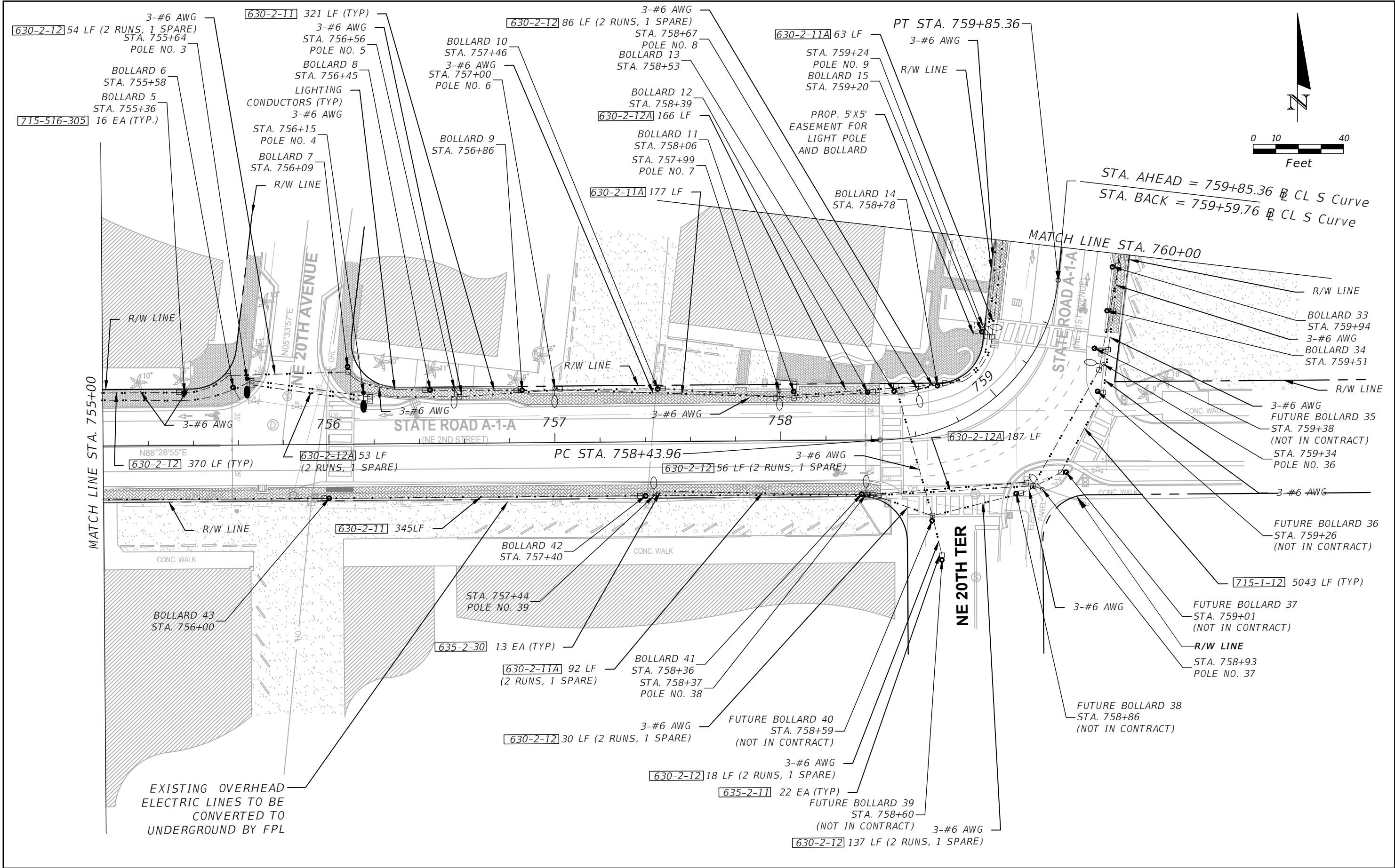
REVISIONS				MOHAN GOPALAKRISHNA, P.E., PTOE P.E. LICENSE NUMBER 60720 CARNAHAN PROCTOR & CROSS 814 S. MILITARY TRAIL DEERFIELD BEACH, FL 33442 CERTIFICATE OF AUTHORIZATION 2936	S-CURVE UTILITY UNDERGROUNDING & STREETSCAPE IMPROVEMENTS	GENERAL LIGHTING NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				
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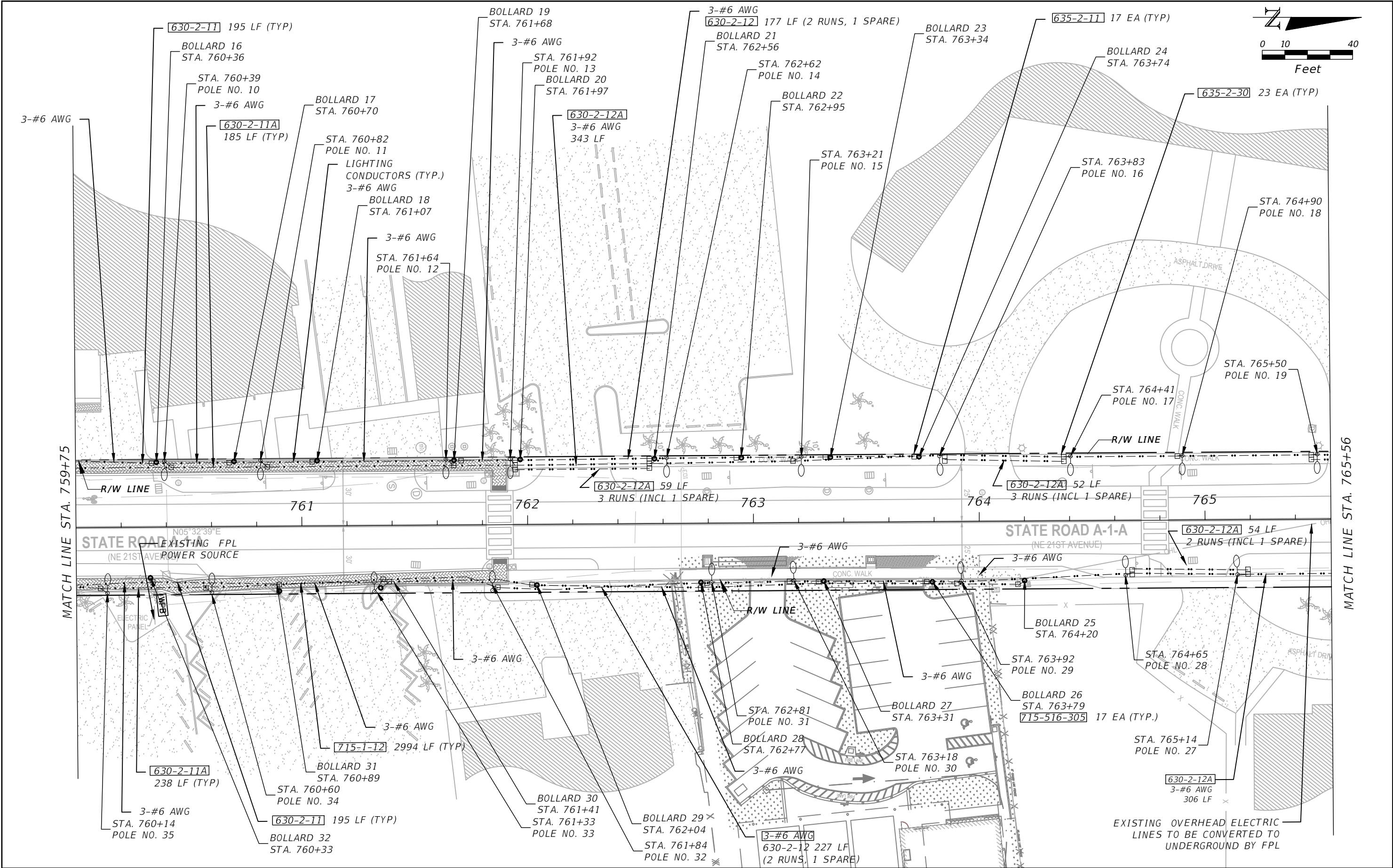
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DATE	DESCRIPTION	DATE	DESCRIPTION				
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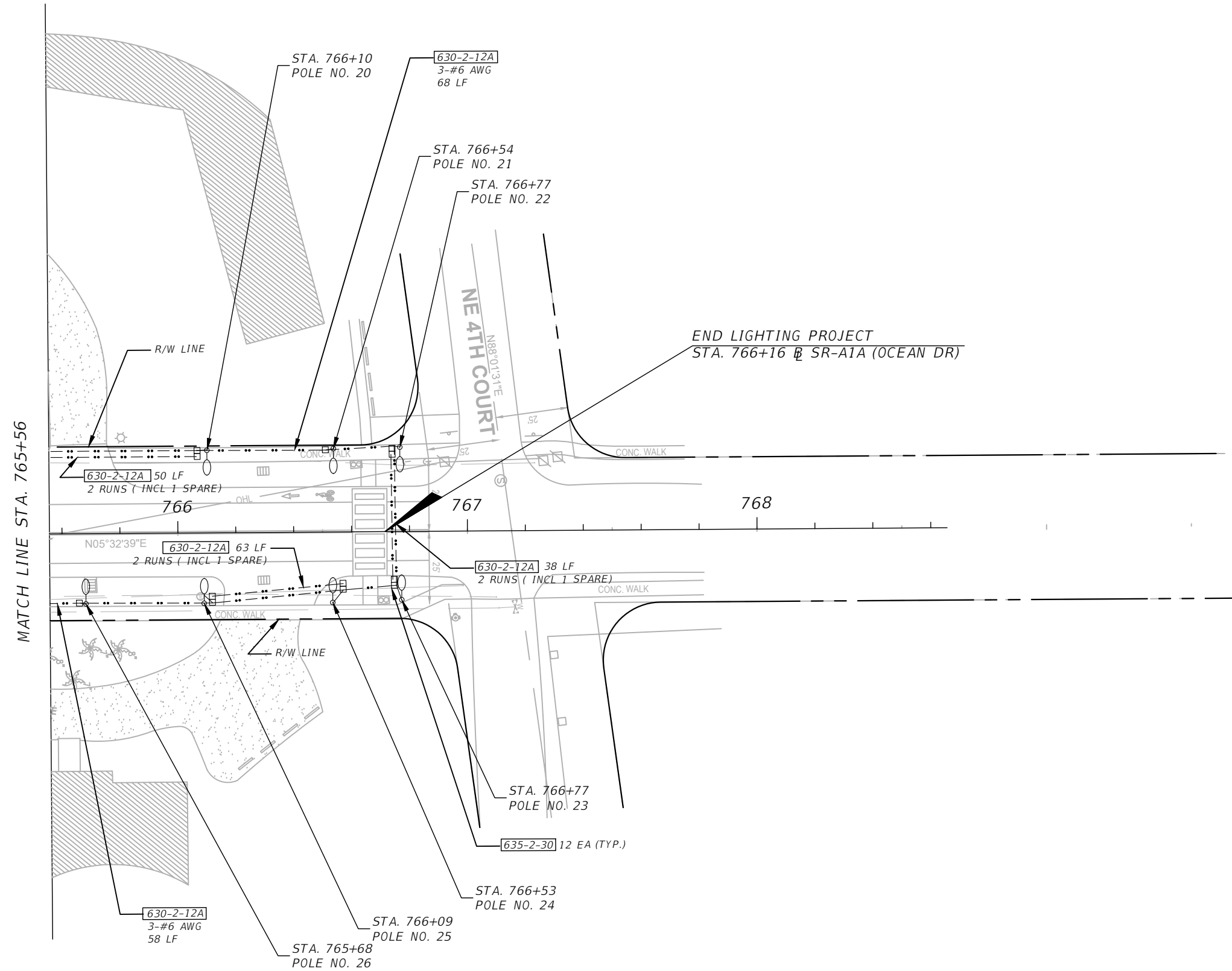
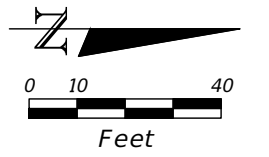
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DATE	DESCRIPTION	DATE	DESCRIPTION				
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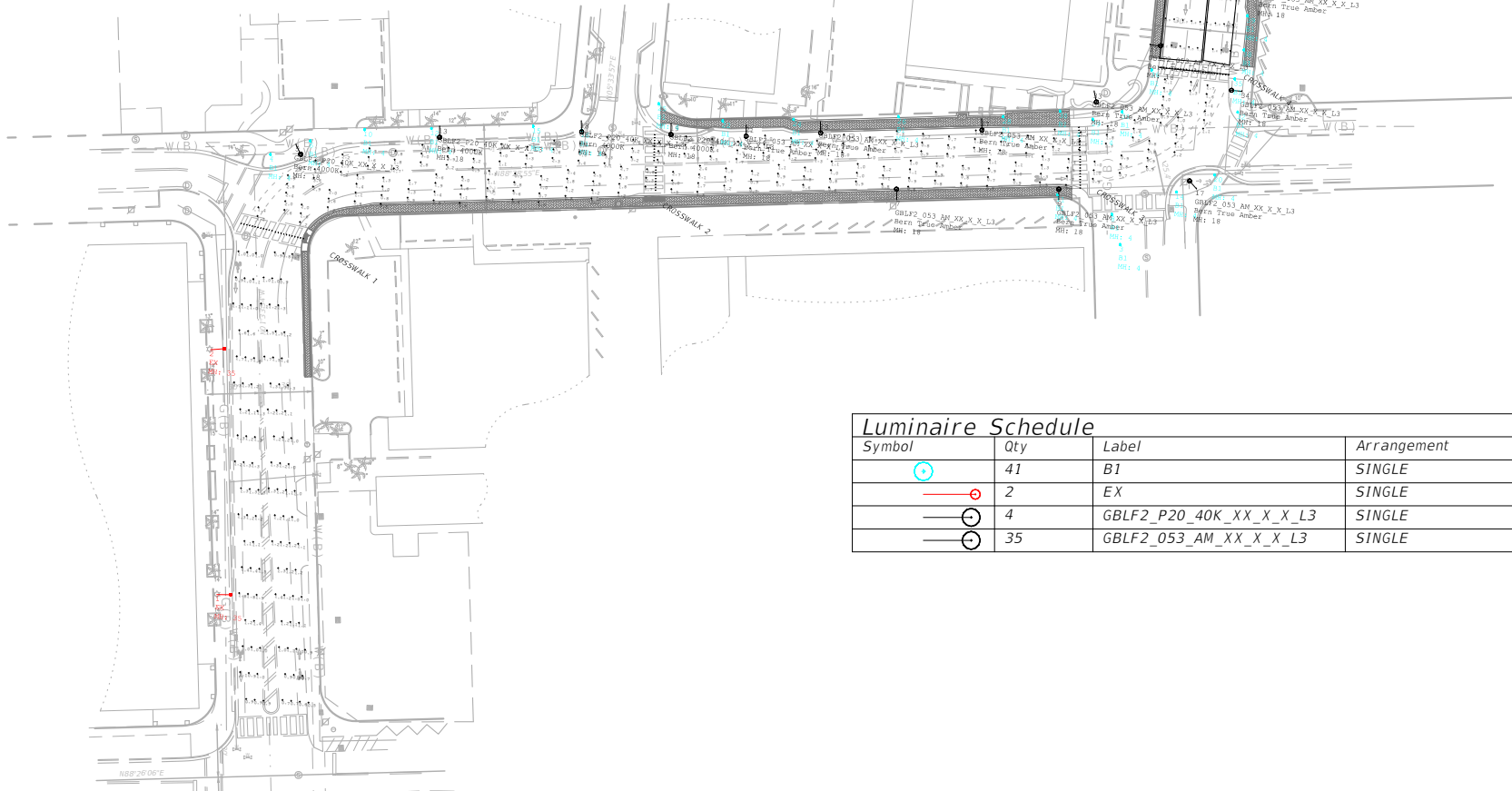
REVISIONS				MOHAN GOPALAKRISHNA, P.E., PTOE P.E. LICENSE NUMBER 60720 CARNAHAN PROCTOR & CROSS 814 S. MILITARY TRAIL DEERFIELD BEACH, FL 33442 CERTIFICATE OF AUTHORIZATION 2936	S-CURVE UTILITY UNDERGROUNDING & STREETSCAPE IMPROVEMENTS	LIGHTING PLAN	SHEET NO. 28
DATE	DESCRIPTION	DATE	DESCRIPTION				
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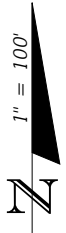


REVISIONS				MOHAN GOPALAKRISHNA, P.E., PTOE P.E. LICENSE NUMBER 60720 CARNAHAN PROCTOR & CROSS 814 S. MILITARY TRAIL DEERFIELD BEACH, FL 33442 CERTIFICATE OF AUTHORIZATION 2936	S-CURVE UTILITY UNDERGROUNDING & STREETSCAPE IMPROVEMENTS	LIGHTING PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				
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Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Crosswalk 1 Northbound	Illuminance	Fc	1.2	1.3	1.0	1.2	1.3
Crosswalk 1 Southbound	Illuminance	Fc	1.0	1.2	0.6	1.7	2.0
Crosswalk 2 Northbound	Illuminance	Fc	1.6	2.6	0.6	2.7	4.3
Crosswalk 2 Southbound	Illuminance	Fc	1.7	1.9	1.4	1.2	1.4
Crosswalk 3 Northbound	Illuminance	Fc	1.1	1.5	0.9	1.2	1.7
Crosswalk 3 Southbound	Illuminance	Fc	2.3	4.0	1.3	1.8	3.1
Crosswalk 4 Northbound	Illuminance	Fc	1.1	1.5	0.9	1.2	1.7
Crosswalk 4 Southbound	Illuminance	Fc	1.0	1.0	0.8	1.2	1.3
Crosswalk 5 Northbound	Illuminance	Fc	1.0	1.0	0.8	1.2	1.3
Crosswalk 5 Southbound	Illuminance	Fc	1.0	1.0	0.8	1.2	1.3
Crosswalk 6 Northbound	Illuminance	Fc	1.0	1.0	0.8	1.2	1.3
Crosswalk 6 Southbound	Illuminance	Fc	1.0	1.1	0.7	1.4	1.6
Crosswalk 7 Northbound	Illuminance	Fc	1.1	1.2	0.9	1.2	1.3
Crosswalk 7 Southbound	Illuminance	Fc	1.0	1.0	1.0	1.0	1.0
NB A1A North Segment	Illuminance	Fc	1.4	4.4	0.7	2.0	6.3
NB East Segment	Illuminance	Fc	1.2	3.2	0.4	3.1	8.0
NB South Segment	Illuminance	Fc	1.1	1.7	0.5	2.2	3.4
SB A1A North Segment	Illuminance	Fc	1.4	5.3	0.6	2.3	8.8
SB South Segment_	Illuminance	Fc	1.2	1.8	0.9	1.4	2.0
SB West Segment	Illuminance	Fc	2.0	6.7	0.7	2.8	9.6

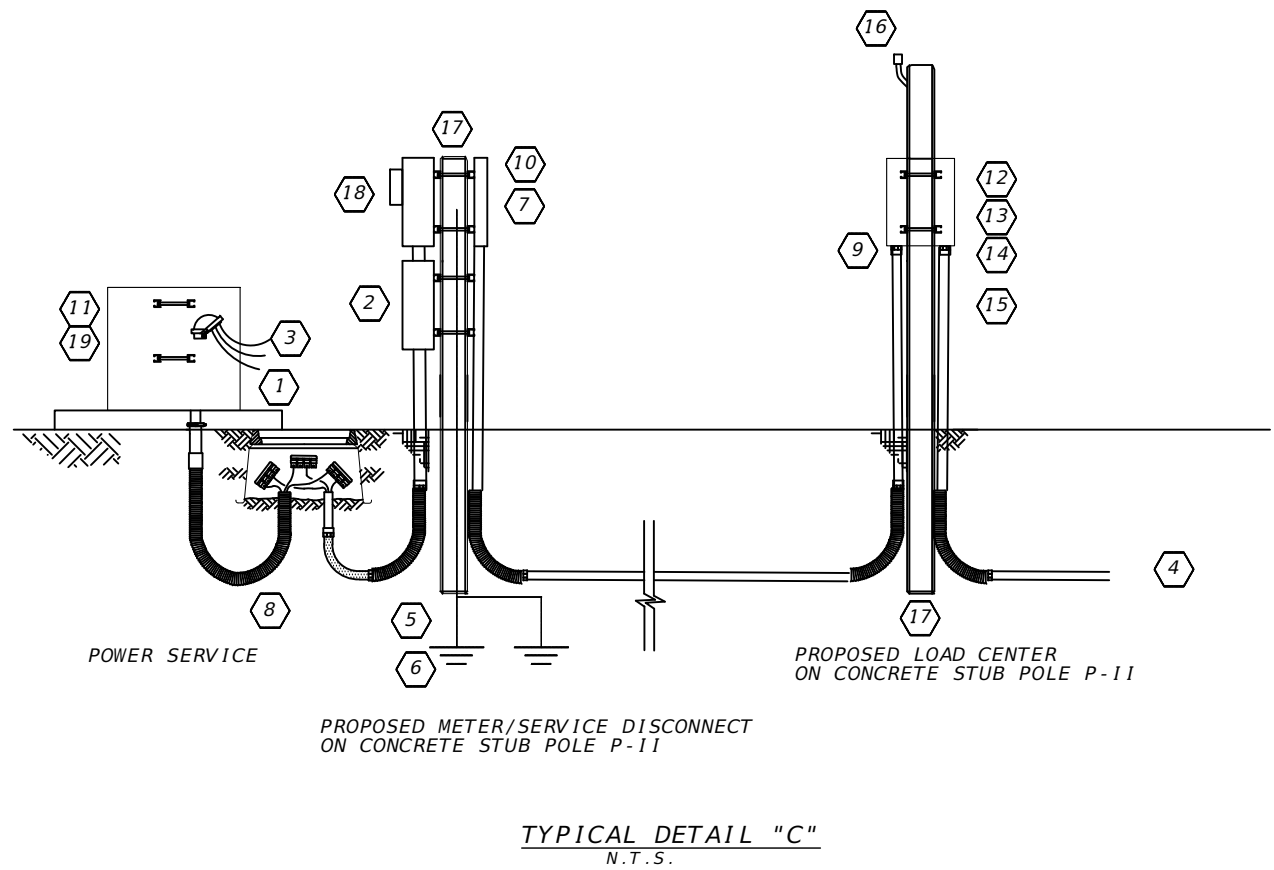


Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
	41	B1	SINGLE	N.A.	1.000	VISIONAIRE EDS-1A-COG-20LC-7-4K-UNV
	2	EX	SINGLE	29000	1.000	EXISTING 250 HPS TEARDROP 35' AFG
	4	GBLF2_P20_40K_XX_X_X_L3	SINGLE	N.A.	1.000	GBLF2 P20 40K XX X X L3
	35	GBLF2_053_AM_XX_X_X_L3	SINGLE	N.A.	1.000	GBLF2 053 AM XX X X L3



REVISIONS				MOHAN GOPALAKRISHNA, P.E., PTOE P.E. LICENSE NUMBER 60720 CARNAHAN PROCTOR & CROSS 814 S. MILITARY TRAIL DEERFIELD BEACH, FL 33442 CERTIFICATE OF AUTHORIZATION 2936	S-CURVE UTILITY UNDERGROUNDING & STREETSCAPE IMPROVEMENTS	PHOTOMETRIC PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



KEY NOTES

- 1 120/240V SINGLE PHASE 3-WIRE FPL ELECTRIC UNDERGROUND SERVICE
- 2 200A NON-FUSED DISCONNECT AS REQUIRED BY FPL
- 3 3-#4 AWG IN 2" RIGID GALVANIZED STEEL CONDUIT
- 4 BOLLARDS CONNECTED TO CIRCUITS AS CALLED FOR IN PLANS
- 5 #4 INSULATED COPPER GROUND WIRE IN 1" RIGID GALVANIZED STEEL CONDUIT
- 6 2 QTY COPPER CLAD GROUND ROD 5/8" DIA. 20' LONG SEPARATED BY MINIMUM 6'.
- 7 200A, 240V, 2-POLE BREAKER IN NEMA 3R
- 8 3-#4 AWG IN 2" RIGID GALVANIZED STEEL CONDUIT
- 9 PANEL BOARD, 100A, 120/240V, SINGLE PHASE, 3-WIRE WITH CIRCUIT BREAKERS AND GROUND BAR AS INDICATED
- 10 SERVICE ENTRANCE SURGE ARRESTOR INTERMATIC AC6503
- 11 CONTROL TRANSFORMER FURNISHED WITH LIGHTING CONTACTOR, TO BE FURNISHED BY FPL.
- 12 LIGHTNING ARRESTER
- 13 MAIN CIRCUIT BREAKER AS CALLED FOR ON SHEET L-27, 2-POLE XXXV
- 14 100A, 2-POLE, ELECTRICALLY HELD CONTACTOR
- 15 CONCRETE PEDESTAL MOUNT NEMA 12 STAINLESS STEEL ENCLOSURE WITH LOCKING TONGUE AND HASP EBOX CATALOG NO. 524368N4X
- 16 120V PHOTOELECTRIC CONTROL INTERMATIC K4135 OR EQUIVALENT
- 17 CONCRETE SERVICE POLE TYPE P-11, 12' LONG
- 18 METER CAN WITH BLANK COVER & SHORTING BLOCK PER FPL REQUIREMENT
- 19 SERVICE TRANSFORMER TO BE FURNISHED BY FPL.

REVISIONS				MOHAN GOPALAKRISHNA, P.E., PTOE P.E. LICENSE NUMBER 60720 CARNAHAN PROCTOR & CROSS 814 S. MILITARY TRAIL DEERFIELD BEACH, FL 33442 CERTIFICATE OF AUTHORIZATION 2936	S-CURVE UTILITY UNDERGROUNDING & STREETSCAPE IMPROVEMENTS	SERVICE POINT DETAIL	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				
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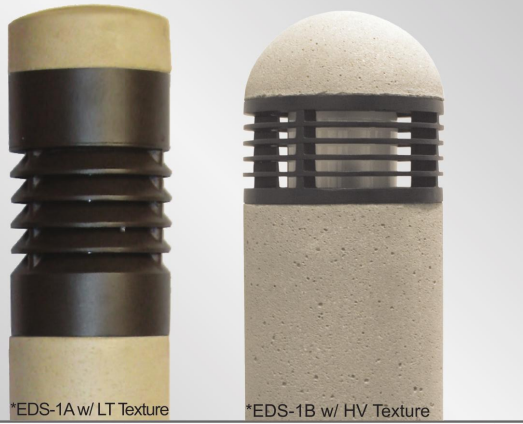
BOLLARDS

Endurascape LED

Project Name:
DEERFIELD S-CURVES

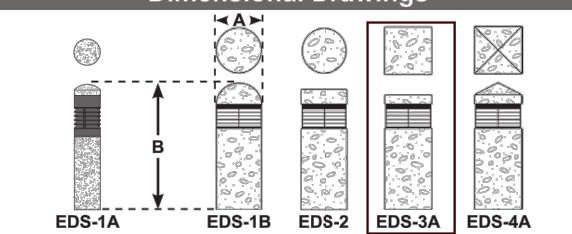
Catalog Number:
EDS3ACOG20LC74KUNVABGYMD

Type
BOLL



EDS-1A w/ LT TextureEDS-1B w/ HV Texture

Dimensional Drawings



Fixture	A	B	Max. LEDs	Lbs
EDS-1A	8" O.D.	43½"	20	275
EDS-1B	11" O.D.	42"	20	325
EDS-2	11" O.D.	40¼"	20	320
EDS-3A	11" Sq.	41"	20	275
EDS-4A	11" Sq.	43"	20	325

The **Endurascape** series of concrete bollards are designed to enhance and blend with architectural and natural landscapes. Beautifully crafted with textured finishes in a variety of shapes and cast grill louver designs. Optics provide smooth, 360-degree symmetrical low level illumination. Durably built for weather and vandal resistance. Ideal for walkways, entrances, promenades, plazas, courtyards, driveways, bridges and landscaped areas.

Lens: Clear, high-impact-resistant acrylic, with silicone gasketing for a weather-tight seal. An optional internal light shield is available.

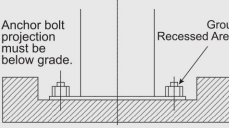
Housing: Steel-reinforced pre-cast hollow core concrete in round or square shapes, four top styles and three textured finishes. Rugged cast aluminum grill louvers with 45° cutoff or horizontal cutoff.

Optics: Uniform Type V symmetrical light distribution. Optional internal light shield for Type III distribution.

Louver Finish: Durable Quali-Guard® textured thermoset polyester powder coat, oven-baked at a temperature of 400 °F to promote maximum adherence and finish hardness. Available in a selection of architectural or custom colors. Finish is guaranteed for five (5) years.

Lamp: High lumen output LEDs are utilized, offering a minimum estimated life of 60,000 hours.

Driver: A high-performance LED driver operates at 120 thru 480 volts, 50 to 60 Hz, with a 90% power factor; and is rated for -40 °C operation. 10 kV surge protector supplied as standard.

EDS-3A	COG	20LC	7	4K	UNV	AB	GY/MD	
Model	Optics	Source	Milliamps	Kelvin	Voltage	Mounting	Finish	Options
EDS-1A 8" Round	45° Cutoff Grill "8 only" (COG)	# of LEDs 20 (20LC)	350 (3)	3000K *Warm white (3K)	120-277 *Universal voltage (UNV)	Anchor Base *Consult factory for mounting information (AB)	Louver Color Bronze (BZ)	Internal Light Shield (ILS)
EDS-1B 11" Round			530 (5)	4000K *Neutral white (4K)			Black (BK)	
EDS-2 11" Round Flat top	45° Cutoff Grill "11 only" (COG)		700 (7)	5000K *Cool white (5K)			White (WH)	
EDS-3A 11" Square	Horizontal Grill "11" only (HZG)						Forest Green (FG)	
EDS-4A 11" Square Pyramid top							Grey (GY)	
							Silver Metallic (SL)	
							Concrete Texture Light (LT)	Endurascape Base Detail
							Medium (MD)	
							Heavy (HV)	

LED - Light Emitting Diode

For more detailed information on mounting, wiring or installation instructions, please consult factory. If poles are not ordered with fixtures, please specify mounting requirements. This document contains proprietary information of Visionaire Lighting, LLC. Any use of this information requires the written approval of Visionaire Lighting, LLC. In keeping with our TQM policy of continuous improvement, Visionaire reserves the right to change any specifications contained herein without prior notice.

VISIONAIRE LIGHTING
Performance In A Whole New Light®

ENDURASCAPE Bollard Turtle Safe LED Specifications



EDS-1A w/ LT TextureEDS-1B w/ HV Texture

Project Name:

Catalog Number:

Type:

The **Endurascape** series of concrete bollards are designed to enhance and blend with architectural and natural landscapes. Beautifully crafted with textured finishes in a variety of shapes and cast grill louver designs. Optics provide smooth, 360-degree symmetrical low level illumination. 590 nm diode supplied as standard. Durably built for weather and vandal resistance. Ideal for walkways, entrances, promenades, plazas, courtyards, driveways, bridges and landscaped areas.

Ordering Information

MODEL	OPTICS	SOURCE	CURRENT	KELVIN	VOLTAGE	MOUNTING	FINISH	OPTIONS
EDS-3A	COG	20LC	5	TS/PC	UNV	AB	GY/MD	ILS
EDS-1A 8" Round	COG 45° Cutoff Grill 8" Only	20LC	3 350mA	TS (590 nm)	UNV 120-277V	AB Anchor Base Consult Factory	Louver Colors	ILS Internal Light Shield
EDS-1B 11" Round			5 530mA				BZ Bronze	
EDS-2 11" Round Flat Top							BK Black	
EDS-3A 11" Square	COG 45° Cutoff Grill 11" Only						WH White	
EDS-4A 11" Square Pyramid Top							FG Forest Green	
							GY Grey	
							SL Silver Metallic	
							CC Custom Color	
							Concrete Textures	
							LT Light	
							MD Medium	
							HV Heavy	



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REVISIONS				MOHAN GOPALAKRISHNA, P.E., PTOE P.E. LICENSE NUMBER 60720 CARNAHAN PROCTOR & CROSS 814 S. MILITARY TRAIL DEERFIELD BEACH, FL 33442 CERTIFICATE OF AUTHORIZATION 2936	S-CURVE UTILITY UNDERGROUNDING & STREETSCAPE IMPROVEMENTS	BOLLARD DETAIL	SHEET NO. 32
DATE	DESCRIPTION	DATE	DESCRIPTION				
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City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-567

Agenda Date: 4/6/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Qualifications #21-11-IG for Architectural and Engineering Services (CCNA) to the 52 responsive and responsible firms; authorizing execution of continuing contracts with the 52 firms for services on an as needed basis; 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

On December 9, 2020, the City issued Request for Qualifications #21-11-IG for Architectural and Engineering Services (the "RFQ"), inviting qualified firms to submit statements of qualification to provide professional architectural and engineering services on a continuing contractual basis pursuant to Florida Statute Section 287.055, Consultant Competitive Negotiation Act (the "CCNA"). The RFQ requested architectural and engineering services for the following seven multidisciplinary groups.

- Group 1 includes Civil Engineering, Geotechnical Engineering, Subsurface Utility Engineering, Traffic Engineering, Coastal & Marine Engineering, Bridge/Pier Engineering, and Acoustic Engineering.
- Group 2 includes disciplines associated with the Water Treatment Plant, Well Field Engineering, and Environmental Engineering.
- Group 3 is Architecture, Structural Engineering, Electrical Engineering, and Mechanical Engineering.
- Group 4 is Planning and Urban Design.
- Group 5 is Landscape Architecture.
- Group 6 is Construction Project Management.
- Group 7 includes miscellaneous engineering and professional services for small projects not requiring civil design. Consultants had the option to submit qualifications for one group, multiple groups, or all groups.

Current Activity

The RFQ was advertised in the legal notices section of the Sun-Sentinel on December 9, 2020, and

the notice was also sent to 376 prospective offerors via the e-Procurement Marketplace. On January 28, 2021, at 1:00 p.m., the Purchasing and Contract Administration Division unsealed the 52 proposals that were timely received, and reviewed the proposals to ensure they met the RFQ requirements. Each evaluation committee member independently reviewed and scored the submittals in accordance with the weighted criteria in the RFQ prior to a public meeting held March 1, 2021.

Following the initial ranking, the evaluation committee concluded and was unanimous in the decision to make a recommendation to the City Commission to approve the ranking and award of continuing contracts to all proposers to provide depth and breadth of services and expertise to the City.

Recommendation

The Evaluation Committee is recommending approval of the rankings and awarding of continuing contracts to all 52 proposers for the seven specified multidisciplinary groups as set forth in Exhibit "A".

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF
REQUEST FOR QUALIFICATIONS #21-11-IG FOR ARCHITECTURAL
AND ENGINEERING SERVICES (CCNA) TO THE 52 RESPONSIVE
AND RESPONSIBLE FIRMS; AUTHORIZING EXECUTION OF
CONTINUING CONTRACTS WITH THE 52 FIRMS FOR SERVICES ON
AN AS NEEDED BASIS; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City desires to enter into continuing contracts with multiple firms for architectural and engineering services on an as needed basis pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act (the "CCNA"); and

WHEREAS, the City issued Request for Qualifications #21-11-IG for Architectural and Engineering Services (CCNA) (the "RFQ"); and

WHEREAS, the architectural and engineering consulting services requested in the RFQ were separated into seven multidisciplinary groups; and

WHEREAS, the RFQ was advertised in the legal notices section of the Sun-Sentinel on December 9, 2020, and the notice was also sent to 376 prospective offerors via the e-Procurement Marketplace; and

WHEREAS, 88 vendors viewed the RFQ documents; and

WHEREAS, on January 28, 2021, at 1:00 p.m., the Purchasing and Contract Administration Division unsealed the 52 proposals that were timely received, and reviewed the proposals to ensure they met the RFQ requirements; and

WHEREAS, the evaluation committee members independently reviewed and scored the 52 proposals in accordance with the weighted criteria stated in the RFQ prior to the first public evaluation committee meeting; and

WHEREAS, the evaluation committee meeting was held on March 1, 2021 to score the proposals based on the weighted criteria stated in the RFQ; and

WHEREAS, the proposals were ranked within each multidisciplinary group; and

WHEREAS, following the rankings, the evaluation committee concluded and was unanimous in their decision to make a recommendation to approve the rankings and award a continuing contract to all 52 qualified, responsive and responsible proposers in each multidisciplinary group listed in Exhibit "A" (collectively, the "Proposers"); and

WHEREAS, the evaluation committee recommends that the City Commission approve the award of the RFQ to all 52 Proposers, and authorize execution of continuing contracts with the Proposers for architectural and engineering services for three year terms with two additional one year renewal terms.

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

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

Section 2. The City Commission hereby approves the award of the RFQ for architectural and engineering services to the Proposers.

Section 3. The City Manager is hereby authorized to execute continuing contracts with the 52 Proposers listed in Exhibit “A” for architectural and engineering services on an as needed basis, consistent with the terms of the RFQ, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

EXHIBIT A

Group 1	Group 2	Group 3	Group 4
Stantec Consulting Services Inc.	Stantec Consulting Services Inc.	Walters Zackria Associates (Walters Zackria Associates PLLC)	Stantec Consulting Services Inc.
Calvin, Giordano & Assoc. Inc. (CGA)	Jacobs Engineering Group	Kenneth R. Carlson Architect P.A.	Kenneth R. Carlson Architect P.A.
Tetra Tech, Inc.	Tetra Tech, Inc.	Bermello Ajamil & Partners, Inc.	Bermello Ajamil & Partners, Inc.
Chen Moore and Associates	Carollo Engineers, Inc.	Stantec Consulting Services Inc.	Calvin, Giordano & Assoc. Inc. (CGA)
Craig A. Smith & Associates, Inc.	GAI Consultants	Synalovski Romanik Saye, LLC	BEA Architects, Inc.
Craven Thompson & Associates, Inc.	Black & Veatch (Black & Veatch Corporation)	TLC Engineering for Architecture	The Mellgren Planning Group
APTIM Environmental & Infrastructure, LLC.	BEA Architects, Inc.	BEA Architects, Inc.	Keith and Associates, Inc.
Carnahan, Proctor and Cross, Inc.	Kimley-Horn and Associates, Inc.	CPZ Architects, Inc.	Kimley-Horn and Associates, Inc.
Coastal Protection Engineering LLC	Thompson Associates and	Saltz Michelson Architects (Saltz Michelson Architects, Inc.)	The Corradino Group, Inc.
Kimley-Horn and Associates, Inc.	Hazen and Sawyer, PC	DTM Tech Inc.	WGI, Inc.
Keith and Associates, Inc.	McKim & Creed	WGI, Inc.	Gurri Matute PA
The Corradino Group, In	Rummel, Klepper & Kahl	Slattery & Associates Architects	Architects Design Collaborative
BEA Architects, Inc.		TranSystems	
Engenuity Group Inc.		Jorge A Gutierrez Architect LLC	

Thompson and Associates		Cartaya and Associates Architects	
Lakdas/Yohalem Engineering Inc.		Gurri Matute PA	
WGI, Inc.		Lakdas/Yohalem Engineering Inc.	
H2R Corp		M.C. Harry & Associates Inc. (Enter last name)	
BMA Consulting Engineering, Inc.		Architects Design Collaborative	
SSN Engineering, LLC		JSK Architectural Group (JSK International Inc.)	
Crain Atlantis Engineering		Crain Atlantis Engineering, Inc.	
		Sparc Design (Sun Patrick Architecture Inc.)	
		Engineering Consortium Incorporated	

Group 5			Group 6			Group 7		
Kenneth R. Carlson Architect P.A.			Walters Zackria Associates (Walters Zackria Associates PLLC)			Craig A. Smith & Associates, Inc.		
Stantec Consulting Services Inc.			Stantec Consulting Services Inc.			Calvin, Giordano & Assoc. Inc. (CGA)		
Bermello Ajamil & Partners, Inc.			Calvin, Giordano & Assoc. Inc. (CGA)			Carnahan, Proctor and Cross, Inc.		
Calvin, Giordano & Assoc. Inc. (CGA)			Craig A. Smith & Associates, Inc.			Craven Thompson & Associates, Inc.		
Chen Moore and Associates			Craven Thompson & Associates, Inc.			BEA Architects, Inc.		

Kimley-Horn and Associates, Inc.	BEA Architects, Inc.	Keith and Associates, Inc.
Craven Thompson & Associates, Inc.	Carnahan, Proctor and Cross, Inc.	WGI, Inc.
Carnahan, Proctor and Cross, Inc.	Keith and Associates, Inc.	Florida Technical Consultants
Craig A. Smith & Associates, Inc.	AE Engineering Inc.	Lakdas/Yohalem Engineering Inc.
Keith and Associates, Inc.	Thompson and Associates	Thompson and Associates
BEA Architects, Inc.	Gaudet Associates, Inc.	Biscayne Engineering Company, Inc.
Engenuity Group Inc.	Gurri Matute PA	BMA Consulting Engineering, Inc.
WGI, Inc.	Rummel, Klepper & Kahl	Architects Design Collaborative
	SSN Engineering, LLC	Gaudet Associates, Inc.
	JSK Architectural Group (JSK International Inc.)	
	Tectonic Group International	

- **Group 1** includes Civil Engineering, Geotechnical Engineering, Subsurface Utility Engineering, Traffic Engineering, Coastal & Marine Engineering, Bridge/Pier Engineering, and Acoustic Engineering.
- **Group 2** includes disciplines associated with the Water Treatment Plant, Well Field Engineering, and Environmental Engineering.
- **Group 3** includes Architecture, Structural Engineering, Electrical Engineering, and Mechanical Engineering.
- **Group 4** is Planning and Urban Design.
- **Group 5** is Landscape Architecture.
- **Group 6** is Construction Project Management.
- **Group 7** includes miscellaneous engineering and professional services for small projects not requiring civil design. Consultants had the option to submit qualifications for one group, multiple groups, or all groups.



Memorandum

TO: Tom Good, Assistant City Manager
FROM: Ivelsa Guzman, Purchasing Manager
DATE: March 11, 2021
RE: **Architectural & Engineering Services, RFQ #21-11-IG**

The City has a continuing services contract for Architectural and Engineering Services. These services are procured pursuant to FL § 287.055, Consultants' Competitive Negotiation Act. An RFQ was written and issued through a multi-departmental effort which included Sustainable Management, Environmental Services, Planning and Zoning, and the Community Redevelopment Agency.

The wide range of consulting services required by the City was separated into seven (7) multi-disciplinary groups. These groups were created to provide the City an efficient means of awarding contracts and evaluating statements of qualifications submitted by the Consultants. The groups are as follows:

Group 1: General Civil Engineering, Geotechnical Engineering, Subsurface Utility Engineering, Traffic Engineering, Coastal & Marine Engineering, Bridge/Pier Engineering, and Acoustic Engineering.

Group 2: Water Treatment Plant, Well Field Engineering and Environmental Engineering.

Group 3: Architectural, Structural Engineering, Electrical Engineering, and Mechanical Engineering.

Group 4: Planning and Urban Design

Group 5: Landscape Architectural and Land Survey Services.

Group 6: Construction Project Management

Group 7: Miscellaneous Engineering and Professional Services (smaller projects not requiring civil engineering)

Consultants had the option to submit a statement of qualifications for one (1) group, multiple groups, or all groups. Each group was evaluated and ranked separately, which provided each Consultant an equal opportunity in each group they submitted for. As required, initial evaluations and rankings took place and resulted in the Evaluation Committee shortlisting no less than three firms for each group. The Evaluation Committee then evaluated the shortlisted firms based on the firm’s responses to the RFQ, and deliberations of the Evaluation Committee at publicly advertised Evaluation Meetings.

As intended, the evaluation process resulted in a multiple award recommendation for each group. The RFQ required the Evaluation Committee to select up to three (3) firms for each group in conformance with the final ranking. The determination of how many firms to select for each group was based on the qualifications, capacity and capability of the shortlisted firms, and the City’s anticipated requirements.

- The RFQ was advertised in the legal notices section of the Sun-Sentinel on December 9, 2020.
- The notice was also sent to Three Hundred and Seventy-Six (376) prospective Offeror’s via the e-Procurement Marketplace.
- Eighty-eight (88) vendors viewed the documents of the RFQ.
- On January 28, 2021, at 1:00 PM, the due date and time, the Purchasing and Contract Administration Division closed and unsealed Fifty-Two (52) proposals received virtually via Zoom. The proposals were reviewed by the Purchasing and Contract Administration Division to ensure the proposals met the RFQ requirements.
- Subsequently, each member of the evaluation committee appointed by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures, original RFQ, addenda, submittals, and the evaluation sheets.
- Each evaluation committee member independently reviewed and scored the submittals in accordance with the weighted stated in the RFQ prior to the public evaluation meeting held on Monday, March 1, 2021, at 1:00 PM available for virtual attendance via Zoom due to the COVID-19 Pandemic and face-to-face. The Evaluation Committee consisted of: Kris Mory, Director of Economic Development; Priscilla Cygielnik, City Engineer; Eric Power, Planning & Development Services Director, Hamid Nikvan, Assistant Director of Environmental Services; and Chad Grecsek, Director of Sustainable Management.
- The proposals were evaluated based on the following weighted criteria:

Criteria	Weight
Qualifications and Experience of Principals and Staff	3
History and Past Performance of the Firm	3
Recent, Current, and Projected Workloads	2
Location and Proximity to the City	1
Ability to Meet Time and Budget Requirements	2

The proposals were ranked as follows:

Group 1 Final Ranking & Recommendation	General Civil Engineering, Geotechnical Engineering, Subsurface Utility Engineering, Traffic Engineering, Coastal & Marine Engineering, Bridge/Pier Engineering, and Acoustic Engineering.						
	Chad Grecsek	Eric Power	Hamid Nikvan	Kris Mory	Priscilla Cygielnik	Total	Ranking
Stantec Consulting Services Inc.	78/ ¹⁰	98/ ⁵	108/ ¹	103/ ²	108/ ²	20	1
Calvin, Giordano & Assoc. Inc (CGA)	80/ ⁸	78/ ¹¹	91/ ¹¹	104/ ¹	85/ ¹¹	42	2
Tetra Tech, Inc.	83/ ⁵	63/ ¹⁷	105/ ³	77/ ¹⁵	106/ ³	43	3
Chen Moore and Associates	82/ ⁶	106/ ¹	65/ ²⁰	94/ ⁶	90/ ¹⁰	43	3
Craig A. Smith & Associates, Inc.	75/ ¹²	87/ ⁷	96/ ⁷	87/ ¹¹	93/ ⁸	45	4
Craven Thompson & Associates, Inc.	72/ ¹⁵	102/ ³	98/ ⁶	80/ ¹³	92/ ⁹	46	5
APTIM Environmental & Infrastructure, LLC.	90/ ²	81/ ⁹	71/ ¹⁹	88/ ¹⁰	95/ ⁷	47	6
Carnahan, Proctor and Cross, Inc.	61/ ²¹	104/ ²	93/ ⁹	90/ ⁹	96/ ⁶	47	6
Coastal Protection Engineering LLC	93.45/ ¹	60.9/ ¹⁹	91.35/ ¹⁰	93.45/ ⁷	78.75/ ¹⁴	51	7
Kimley-Horn and Associates, Inc.	69/ ¹⁹	43/ ²¹	106/ ²	101/ ⁴	99/ ⁵	51	8
Keith and Associates, Inc.	74/ ¹⁴	69/ ¹⁴	99/ ⁵	102/ ³	73/ ¹⁶	52	9
The Corradino Group, In	70/ ¹⁷	92/ ⁶	100/ ⁴	99/ ⁵	64/ ²¹	53	10
BEA Architects, Inc.	79.8/ ⁹	79.8/ ¹⁰	84/ ¹⁶	69.3/ ^{17.5}	108.15/ ¹	53.5	11
Engenuity Group Inc.	80.85/ ⁷	77.7/ ¹²	85.05/ ¹⁵	70.35/ ¹⁶	81.9/ ¹³	63	12
Thompson and Associates	71.4/ ¹⁶	100.8/ ⁴	86.1/ ¹⁴	85.05/ ¹²	65.1/ ¹⁹	65	13
Lakdas/Yohalem Engineering Inc.	74.55/ ¹³	54.6/ ²⁰	93.45/ ⁸	60.9/ ²⁰	101.85/ ⁴	65	13
WGI, Inc.	85/ ³	71/ ¹³	90/ ¹³	65/ ¹⁹	71/ ¹⁷	65	14
H2R Corp	84/ ⁴	83/ ⁸	79/ ¹⁷	60/ ²¹	74/ ¹⁵	65	14
BMA Consulting Engineering, Inc.	76.65/ ¹¹	61.95/ ¹⁸	76.65/ ¹⁸	77.7/ ¹⁴	84/ ¹²	73	15
SSN Engineering, LLC	69.3/ ¹⁸	65.1/ ¹⁵	90.3/ ¹²	69.3/ ^{17.5}	64.05/ ²⁰	82.5	16
Crain Atlantis Engineering	67/ ²⁰	65/ ¹⁶	61/ ²¹	93/ ⁸	70/ ¹⁸	83	17

- **Group 1:** Seven (7) Proposers (**Coastal Protection Engineering LLC; BEA Architects, Inc.; Engenuity Group, Inc.; Thompson and Associates; Lakdas/Yohalem Engineering, Inc.; BMA Consulting Engineering, Inc.; SSN Engineering, Inc.**) had provided evidence for the Disadvantaged Business Enterprise (DBE) Program stated in the RFQ documents. As required per City Ordinance Section 38-142, the Evaluation Scores for those seven (7) Proposers were adjusted upward by five (5) percent. The adjusted evaluation scores are reflected in the above ranking charts. There were four (4) ties (Tetra Tech, Inc. and Chen Moore and Associates with 43 points, ranked 3rd / APTIM Environmental & Infrastructure LLC and Camahan, Proctor & Cross, Inc. with 47 points, ranked 6th / Coastal Protection Engineering LLC and Kimley-Horn & Associates with 51 points, ranked 7th / Thompson and Associates, Lakdas/Yohalem Engineering, Inc., WGI, Inc. H2R Corp. with 65 points, ranked 13th). The tie-breakers were given to the firms that met the DBE Program as per City Ordinance Section 38-142, Item 5(a) Participation in Procurement Process, in case of ties, recommendation shall be made to the CBE.
- 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 all disciplines in Group 1. The motions are as follows:
 - Group 1: Motion – Priscilla Cygielnik, Second – Hamid Nikvan

Group 2 Final Ranking & Recommendation	Water Treatment Plant, Well Field Engineering and Environmental Engineering						
	Chad Grecsek	Eric Power	Hamid Nikvan	Kris Mory	Priscilla Cygielnik	Total	Ranking
Stantec Consulting Services Inc.	78/ ⁷	98/ ²	108/ ¹	103/ ¹	108/ ²	13	1
Jacobs Engineering Group	85/ ²	85/ ³	104/ ⁴	80/ ⁷	79/ ¹⁰	26	2
Tetra Tech, Inc.	83/ ⁴	63/ ⁸	105/ ³	77/ ⁸	106/ ³	26	2
Carollo Engineers, Inc.	86/ ¹	50/ ⁹	97/ ⁵	83/ ⁶	87/ ⁹	30	3
GAI Consultants	75/ ⁸	77/ ⁵	96/ ⁶	93/ ³	89/ ⁸	30	3
Black & Veatch (Black & Veatch Corporation)	84/ ³	75/ ⁶	84/ ^{11.5}	86/ ⁴	98/ ⁷	31.5	4
BEA Architects, Inc.	79.8/ ⁶	79.8/ ⁴	84/ ^{11.5}	70.35/ ¹⁰	108.15/ ¹	32.5	5
Kimley-Horn and Associates, Inc.	69/ ¹²	43/ ¹²	106/ ²	101/ ²	99/ ⁶	34	6
Thompson and Associates	71.4/ ¹¹	100.8/ ¹	86.1/ ¹⁰	85.05/ ⁵	65.1/ ¹¹	38	7
Hazen and Sawyer, PC	81/ ⁵	71/ ⁷	94/ ⁷	71/ ⁹	60/ ¹²	40	8
McKim & Creed	73/ ⁹	47/ ¹¹	92/ ⁸	56/ ¹¹	104/ ⁵	44	9
Rummel, Klepper & Kahl	72/ ¹⁰	48/ ¹⁰	90/ ⁹	55/ ¹²	105/ ⁴	45	10

- **Group 2:** Two (2) Proposers (**BEA Architects, Inc.; Thompson and Associates**) had provided evidence for the Disadvantaged Business Enterprise (DBE) Program stated in the RFQ documents. As required per City Ordinance Section 38-142, the Evaluation Scores for those two (2) Proposers were adjusted upward by five (5) percent. The adjusted evaluation scores are reflected in the above ranking chart. There two (2) ties (Jacobs Engineering Group and Tetra Tech, Inc. with 26 points, ranked 2nd / Carollo Engineers, Inc. and GAI Consultants with 30 points, ranked at 3rd). There were no tie-breakers given to these four (4) firms. Tie-breakers are only given to those firms that met the DBE Program as per City Ordinance Section 38-142, Item 5(a) Participation in Procurement Process, in case of ties, recommendation shall be made to the CBE.
- 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 all disciplines in Group 2. The motions are as follows:
 - Group 2: Motion – Priscilla Cygielnik, Second – Eric Power

Group 3 Final Ranking & Recommendation	Architectural, Structural Engineering, Electrical Engineering, and Mechanical Engineering						
	Chad Grecsek	Eric Power	Hamid Nikvan	Kris Mory	Priscilla Cygielnik	Total	Ranking
Walters Zackria Associates (Walters Zackria Associates PLLC)	91.35/ ¹	105/ ²	110.25/ ²	110.25/ ¹	114.45/ ¹	7	1
Kenneth R. Carlson Architect P.A.	89/ ²	110/ ¹	97/ ⁵	98/ ⁴	102/ ⁶	18	2
BERMELLO AJAMIL & PARTNERS, INC.	84/ ⁵	91/ ⁴	92/ ⁹	97/ ⁵	110/ ²	25	3
Stantec Consulting Services Inc.	78/ ¹²	98/ ³	108/ ³	103/ ³	108/ ⁴	25	3
Synalovski Romanik Saye, LLC	86.1/ ³	81.9/ ⁹	112.35/ ¹	105/ ²	71.4/ ¹⁷	32	4
TLC Engineering for Architecture	83/ ⁶	90/ ⁵	96/ ⁶	73/ ¹⁴	107/ ⁵	36	5
BEA Architects, Inc.	79.8/ ⁹	79.8/ ¹⁰	84/ ¹⁴	70.35/ ¹⁵	108.15/ ³	52	6
CPZ Architects, Inc.	73.5/ ¹⁷	85.05/ ⁶	87.15/ ¹¹	78.75/ ¹²	88.2/ ¹¹	57	7
Saltz Michelson Architects (Saltz Michelson Architects, Inc.)	80/ ⁹	66/ ¹⁶	99/ ⁴	95/ ⁷	69/ ²¹	57	8
DTM Tech Inc.	68.25/ ²⁰	76.65/ ¹¹	95.55/ ⁷	79.8/ ¹⁰	86.1/ ¹³	61	9
WGI, Inc.	85/ ⁴	71/ ¹²	90/ ¹⁰	65/ ¹⁹	71/ ¹⁸	63	10
Slattery & Associates Architects	80.25/ ⁸	84/ ⁷	71.4/ ¹⁸	93.45/ ⁸	58.8/ ²³	64	11
TranSystems	63/ ²³	68/ ¹³	86/ ¹³	79/ ¹¹	101/ ⁸	68	12
Jorge A Gutierrez Architect LLC	82.95/ ⁷	67.2/ ¹⁴	75.6/ ¹⁶	66.15/ ¹⁷	79.8/ ¹⁵	69	13
Cartaya and Associates Architects	72.45/ ¹⁸	59.85/ ²⁰	73.5/ ¹⁷	96.6/ ⁶	87.15/ ¹²	73	14
Gurri Matute PA	78.75/ ¹¹	63/ ¹⁹	80.85/ ¹⁵	64.05/ ²⁰	98.7/ ⁹	74	15
Lakdas/Yohalem Engineering Inc.	74.55/ ¹⁶	54.6/ ²³	93.45/ ⁸	60.9/ ²²	101.85/ ⁷	76	16
M.C. Harry & Associates Inc. (Enter last name)	66/ ²²	82/ ⁸	87/ ¹²	57/ ²³	72/ ¹⁶	81	17
Architects Design Collaborative	75.6/ ¹⁵	64.05/ ¹⁸	42/ ²³	75.6/ ¹³	85.05/ ¹⁴	83	18

JSK Architectural Group (JSK International Inc.)	77.7/ ¹³	66.15/ ¹⁵	55.65/ ²¹	65.1/ ¹⁸	70.35/ ¹⁹	86	19
Crain Atlantis Engineering, Inc.	67/ ²¹	65/ ¹⁷	61/ ²⁰	93/ ⁹	70/ ²⁰	87	20
Sparcdesign (Sun Patrick Architecture Inc.)	76.65/ ¹⁴	58.8/ ²¹	65.1/ ¹⁹	69.3/ ¹⁶	61.95/ ²²	92	21
Engineering Consortium Incorporated	71.4/ ¹⁹	55.65/ ²²	54.6/ ²²	63/ ²¹	92.4/ ¹⁰	94	22

- Group 3: Fourteen (14) Proposers (Walters Zackria Associates PLLC; Synalovski Romanik Saye, LLC; BEA Architects, Inc.; CPZ Architects, Inc.; DTM Tech, Inc.; Slattery Associates Architects; Jorge A. Gutierrez Architect, LLC; Cartaya and Associates Architects; Gurri Matute PA; Lakdas/Yohalem Engineering, Inc; Architects Design Collaborative; JSK Architectural Group (JSK International, Inc); Sparcdesign (Sun Patrick Architecture, Inc.); Engineering Consortium, Inc.)** had provided evidence for the Disadvantaged Business Enterprise (DBE) Program stated in the RFQ documents. As required per City Ordinance Section 38-142, the Evaluation Scores for those fourteen (14) Proposers were adjusted upward by five (5) percent. The adjusted evaluation scores are reflected in the above ranking chart. There were two (2) ties (Bermello Ajamil & Partners, Inc. and Stantec Consulting Services, Inc. with 25 points, ranked 3rd / CPZ Architects, Inc. and Saltz Michelson Architects, Inc. with 57 points, ranked 7th). The tie-breakers were given to the firms that met the DBE Program as per City Ordinance Section 38-142, Item 5(a) Participation in Procurement Process, in case of ties, recommendation shall be made to the CBE. 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 all disciplines in Group 3. The motions are as follows:
 - Group 3: Motion – Priscilla Cygielnik, Second – Chad Grecsek

Group 4 Final Ranking & Recommendation	Planning and Urban Design						
	Chad Grecsek	Eric Power	Hamid Nikvan	Kris Mory	Priscilla Cygielnik	Total	Ranking
Stantec Consulting Services Inc.	78/ ⁸	98/ ²	108/ ¹	103/ ²	108/ ³	16	1
Kenneth R. Carlson Architect P.A.	83/ ⁴	110/ ¹	97/ ⁵	98/ ⁷	102/ ⁴	21	2
BERMELLO AJAMIL & PARTNERS, INC.	84/ ³	91/ ⁴	92/ ⁶	97/ ⁸	110/ ¹	22	3
Calvin, Giordano & Assoc. Inc (CGA)	80/ ⁵	78/ ⁷	91/ ⁷	104/ ¹	85/ ⁸	28	4
BEA Architects, Inc.	79.8/ ⁶	79.8/ ⁶	84/ ⁹	70.35/ ¹⁰	108.15/ ²	33	5
The Mellgren Planning Group	90.3/ ¹	82.95/ ⁵	79.8/ ¹¹	100.8/ ⁵	66.15/ ¹¹	33	5
Keith and Associates, Inc.	74/ ¹⁰	69/ ⁹	99/ ⁴	102/ ³	73/ ⁹	35	6
Kimley-Horn and Associates, Inc.	69/ ¹²	43/ ¹²	106/ ²	101/ ⁴	99/ ⁵	35	6
The Corradino Group, Inc.	70/ ¹¹	92/ ³	100/ ³	99/ ⁶	64/ ¹²	35	6
WGI, Inc.	85/ ²	71/ ⁸	90/ ⁸	65/ ¹¹	71/ ¹⁰	39	7
Gurri Matute PA	78.75/ ⁷	63/ ¹¹	80.85/ ¹⁰	64.05/ ¹²	98.7/ ⁶	46	8
Architects Design Collaborative	75.6/ ⁹	64.05/ ¹⁰	42/ ¹²	76.65/ ⁹	85.05/ ⁷	47	9

- **Group 4:** Four (4) Proposers (**BEA Architects, Inc.; The Mellgren Planning Group; WGI, Inc.; Gurri Matute PA; Architects Design Collaborative**) had provided evidence for the Disadvantaged Business Enterprise (DBE) Program stated in the RFQ documents. As required per City Ordinance Section 38-142, the Evaluation Scores for those four (4) Proposers were adjusted upward by five (5) percent. The adjusted evaluation scores are reflected in the above ranking chart. There were two (2) ties (BEA Architects, Inc. and The Mellgren Planning Group with 33 points, ranked 5th / Keith and Associates, Inc., Kimley-Horn and Associates, Inc., The Corradino Group, Inc. with 35 points, ranked 6th). The tie-breakers were given to the firms that met the DBE Program as per City Ordinance Section 38-142, Item 5(a) Participation in Procurement Process, in case of ties, recommendation shall be made to the CBE.
- 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 all disciplines in Group 4. The motions are as follows:
 - Group 4: Motion – Priscilla Cygielnik, Second – Eric Power

Group 5 Final Ranking & Recommendation	Landscape Architectural and Land Survey Services						
	Chad Grecsek	Eric Power	Hamid Nikvan	Kris Mory	Priscilla Cygielnik	Total	Ranking
Kenneth R. Carlson Architect P.A.	83/ ³	110/ ¹	97/ ⁵	98/ ⁵	102/ ⁴	18	1
Stantec Consulting Services Inc.	78/ ⁸	98/ ⁵	108/ ¹	103/ ²	108/ ³	19	2
BERMELLO AJAMIL & PARTNERS, INC.	84/ ²	91/ ⁶	92/ ⁸	97/ ⁶	110/ ¹	23	3
Calvin, Giordano & Assoc. Inc (CGA)	80/ ⁶	78/ ⁹	91/ ⁹	104/ ¹	85/ ¹⁰	35	4
Chen Moore and Associates	82/ ⁴	106/ ²	65/ ¹³	94/ ⁷	90/ ⁹	35	4
Kimley-Horn and Associates, Inc.	69/ ¹²	43/ ¹³	106/ ²	101/ ⁴	99/ ⁵	36	5
Craven Thompson & Associates, Inc.	72/ ¹¹	102/ ⁴	98/ ⁴	80/ ¹⁰	92/ ⁸	37	6
Carnahan, Proctor and Cross, Inc.	61/ ¹³	104/ ³	93/ ⁷	90/ ⁸	96/ ⁶	37	6
Craig A. Smith & Associates, Inc.	75/ ⁹	87/ ⁷	96/ ⁶	87/ ⁹	93/ ⁷	38	7
Keith and Associates, Inc.	74/ ¹⁰	69/ ¹²	99/ ³	102/ ³	73/ ¹²	40	8
BEA Architects, Inc.	79.8/ ⁷	79.8/ ⁸	84/ ¹²	69.3/ ¹²	108.15/ ²	41	9
Engenuity Group Inc.	80.85/ ⁵	77.7/ ¹⁰	85.05/ ¹¹	70.35/ ¹¹	81.9/ ¹¹	48	10
WGI, Inc.	85/ ¹	71/ ¹¹	90/ ¹⁰	65/ ¹³	71/ ¹³	48	11

- **Group 5:** Two (2) Proposers (**BEA Architects, Inc.; Engenuity Group, Inc.**) had provided evidence for the Disadvantaged Business Enterprise (DBE) Program stated in the RFQ documents. As required per City Ordinance Section 38-142, the Evaluation Scores for those two (2) Proposers were adjusted upward by five (5) percent. The adjusted evaluation scores are reflected in the above ranking chart. There were three (3) ties (Calvin, Giordano & Associates, Inc. and Chen Moore and Associates, Inc. with 35 points, ranked 4th / Craven Thompson & Associates, Inc. and Carnahan, Proctor and Cross, Inc. with 37 points, ranked 6th / Engenuity Group Inc. and WGI, Inc. with 48 points, ranked 10th). The tie-breakers were given to the firms that met the DBE Program as per City Ordinance Section 38-142, Item 5(a) Participation in Procurement Process, in case of ties, recommendation shall be made to the CBE.
- 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 all disciplines in all groups. The motions for each Group are as follows:
 - Group 5: Motion – Priscilla Cygielnik, Second – Hamid Nikvan

Group 6 Final Ranking & Recommendation	Construction Project Management						
	Chad Grecsek	Eric Power	Hamid Nikvan	Kris Mory	Priscilla Cygielnik	Total	Ranking
Walters Zackria Associates (Walters Zackria Associates PLLC)	91.35/ ¹	105/ ¹	110.25/ ¹	110.25/ ¹	114.45/ ¹	5	1
Stantec Consulting Services Inc.	78/ ⁵	98/ ⁵	108/ ²	103/ ³	108/ ³	18	2
Calvin, Giordano & Assoc. Inc (CGA)	80/ ³	78/ ⁹	91/ ⁷	104/ ²	85/ ¹⁰	31	3
Craig A. Smith & Associates, Inc.	75/ ⁷	87/ ⁷	96/ ⁵	87/ ⁶	93/ ⁸	33	4
Craven Thompson & Associates, Inc.	72/ ¹⁰	102/ ³	98/ ⁴	80/ ⁸	92/ ⁹	34	5
BEA Architects, Inc.	79.8/ ⁴	79.8/ ⁸	84/ ¹²	70.35/ ¹⁰	108.15/ ²	36	6
Carnahan, Proctor and Cross, Inc.	61/ ¹⁶	104/ ²	93/ ⁶	90/ ⁵	96/ ⁷	36	7
Keith and Associates, Inc.	74/ ⁹	69/ ¹¹	99/ ³	102/ ⁴	73/ ¹²	39	8
AE Engineering Inc.	86.1/ ²	90.3/ ⁶	78.75/ ¹⁵	61.95/ ¹⁴	105/ ⁴	41	9
Thompson and Associates	71.4/ ¹¹	100.8/ ⁴	86.1/ ¹⁰	85.05/ ⁷	65.1/ ¹⁵	47	10
Gaudet Associates, Inc.	76.65/ ⁶	70.35/ ¹⁰	85.05/ ¹¹	60.9/ ¹⁵	80.85/ ¹¹	53	11
Gurri Matute PA	70.35/ ¹²	63/ ¹⁴	80.85/ ¹⁴	64.05/ ¹³	98.7/ ⁶	59	12
Rummel, Klepper & Kahl	69/ ¹⁴	48/ ¹⁶	90/ ⁹	55/ ¹⁶	104/ ⁵	60	13
SSN Engineering, LLC	69.3/ ¹³	65.1/ ¹³	90.3/ ⁸	69.3/ ¹¹	64.05/ ¹⁶	61	14
JSK Architectural Group (JSK International Inc.)	74.55/ ⁸	66.15/ ¹²	55.65/ ¹⁶	65.1/ ¹²	70.35/ ¹³	61	14
Tectonic Group International	65.1/ ¹⁵	48.3/ ¹⁵	82.95/ ¹³	72.45/ ⁹	69.3/ ¹⁴	66	15

- **Group 6:** Nine (9) Proposers (**Walters Zackria Associates PLLC; BEA Architects, Inc.; AE Engineering, Inc.; Thompson and Associates; Gaudet Associates, Inc. Gurri Matute PA; JSK Architectural Group (JSK International, Inc.); SSN Engineering, LLC; Tectonic Group International**) had provided evidence for the Disadvantaged Business Enterprise (DBE) Program stated in the RFQ documents. As required per City Ordinance Section 38-142, the Evaluation Scores for those nine (9) Proposers were adjusted upward by five (5) percent. The adjusted evaluation scores are reflected in the above ranking chart. There were two (2) ties (BEA Architects, Inc. and Carnahan, Proctor & Cross, Inc. with 36 points, ranked 6th / SSN Engineering LLC and JSK Architectural Group (JSK International, Inc.) with 61 points, ranked 14th). The tie-breakers were given to the firms that met the DBE Program as per City Ordinance Section 38-142, Item 5(a) Participation in Procurement Process, in case of ties, recommendation shall be made to the CBE.
- 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 all disciplines in all groups. The motions are as follows:
 - Group 6: Motion – Priscilla Cygielnik, Second – Chad Grecsek

Group 7 Final Ranking & Recommendation	Miscellaneous Engineering and Professional Services (smaller projects not requiring civil engineering)						
	Chad Grecsek	Erik Power	Hamid Nikvan	Kris Mory	Priscilla Cygielnik	Total	Ranking
Craig A. Smith & Associates, Inc.	75/ ⁷	87/ ⁴	96/ ³	87/ ⁴	93/ ⁵	23	1
Calvin, Giordano & Assoc. Inc (CGA)	80/ ⁴	78/ ⁶	91/ ⁶	104/ ¹	85/ ⁹	26	2
Carnahan, Proctor and Cross, Inc.	61/ ¹⁴	104/ ¹	93/ ⁵	90/ ³	96/ ³	26	2
Craven Thompson & Associates, Inc.	72/ ¹²	102/ ²	98/ ²	80/ ⁶	92/ ⁶	28	3
BEA Architects, Inc.	79.8/ ⁵	79.8/ ⁵	84/ ¹⁰	70.35/ ¹⁰	108.15/ ¹	31	4
Keith and Associates, Inc.	74/ ⁹	69/ ⁹	99/ ¹	102/ ²	73/ ¹²	33	5
WGI, Inc.	85/ ¹	71/ ⁷	90/ ⁷	65/ ¹²	71/ ¹³	40	6
Florida Technical Consultants	81.9/ ³	52.5/ ¹⁴	81.9/ ¹¹	75.6/ ⁹	95.55/ ⁴	41	7
Lakdas/Yohalem Engineering Inc.	74.55/ ⁸	54.6/ ¹³	93.45/ ⁴	59.85/ ¹⁴	101.85/ ²	41	7
Thompson and Associates	71.4/ ¹³	100.8/ ³	86.1/ ⁸	85.05/ ⁵	65.1/ ¹⁴	43	8

Biscayne Engineering Company, Inc	83/ ²	63/ ¹¹	66/ ¹³	70/ ¹¹	86/ ⁷	44	9
BMA Consulting Engineering, Inc.	76.65/ ⁶	61.95/ ¹²	76.65/ ¹²	77.7/ ⁷	84/ ⁷	47	10
Architects Design Collaborative	72.45/ ¹¹	64.05/ ¹⁰	42/ ¹⁴	76.65/ ⁸	85.05/ ⁸	51	11
Gaudet Associates, Inc.	73.5/ ¹⁰	70.35/ ⁸	85.05/ ⁹	60.9/ ¹³	80.85/ ¹¹	51	11

- **Group 7:** Seven (7) Proposers (**BEA Architects, Inc.; Florida Technical Consultants; Lakdas/Yohalem Engineering, Inc.; Thompson and Associates; BMA Consulting Engineering, Inc.; Architects Design Collaborative; Gaudet Associates, Inc.**) had provided evidence for the Disadvantaged Business Enterprise (DBE) Program stated in the RFQ documents. As required per City Ordinance Section 38-142, the Evaluation Scores for those seven (7) Proposers were adjusted upward by five (5) percent. The adjusted evaluation scores are reflected in the above ranking chart. There were three (3) ties (Calvin, Giordano & Associates, Inc. and Carnahan, Proctor and Cross, Inc. with 26 points, ranked 2nd / Florida Technical Consultants and Lakdas/Yohalem Engineering Inc. with 41 points, ranked 7th / Architects Design Collaborative and Gaudet Associates, Inc.; with 51 points, ranked 11th). The tie-breakers were given to the firms that met the DBE Program as per City Ordinance Section 38-142, Item 5(a) Participation in Procurement Process, in case of ties, recommendation shall be made to the CBE.
- 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 all disciplines in all groups. The motions are as follows:
 - Group 7: Motion – Priscilla Cygielnik, Second – Kris Mory

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- Reference checks were conducted on all firms and revealed positive ratings.
 - The initial contract term shall be three (3) years with the option to renew for two (2) additional one (1) year periods.
 - 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, the Evaluation Committee is recommending approval of the rankings and awarding a contract to all ranked Proposers as requested in all seven (7) Groups.

Please use this memorandum and all attachments as your backup to the City Manager for the April 6, 2021, Commission Meeting.

Att: Scope of Service

c: Priscilla Cygielnik, City Engineer
Hamid Nikvan, Assistant Director of Environmental Services
Kris Mory, Director of Economic Development
Eric Power, Planning & Development Services Director
Chad Grecsek, Director of Sustainable Management

SECTION VII- SCOPE OF SERVICE

1. Introduction

The City of Deerfield Beach invites qualified firms to submit statements of qualification to provide professional services on a continuing contractual basis pursuant to Florida State Statute 287.055, Consultant Competitive Negotiation Act (CCNA). This Request for Qualifications is also being let on behalf of the City of Deerfield Beach Community Redevelopment Agency, which has the power to contract for services awarded by the City and may avail itself of the services of the consultants retained by the City. The City of Deerfield Beach is seeking to engage a minimum of three (3) firms for the performance of professional services for each the multidisciplinary groups listed below. Professional services could include, but not be limited to, approved capital improvement projects as outlined in the City's budget.

The disciplines and groupings listed herein are not all-inclusive of all the services that may be required by the City during the term of this contract. Additional services not specifically listed herein, and required by the City, may be requested of an awarded Consultant when the Consultant has the necessary qualifications and experience to perform such work. All documents generated by the firms contracted under this solicitation (i.e. drawings, scopes of work, contracts, etc.) must be in compliance with the American Disability Act (ADA).

2. Multidisciplinary Groups

Group 1: General Civil Engineering, Geotechnical Engineering, Subsurface Utility Engineering, Traffic Engineering, Coastal & Marine Engineering, Bridge/Pier Engineering, and Acoustic Engineering.

Group 2: Water Treatment Plant, Well Field Engineering and Environmental Engineering.

Group 3: Architectural, Structural Engineering, Electrical Engineering, and Mechanical Engineering.

Group 4: Planning and Urban Design

Group 5: Landscape Architectural and Land Survey Services.

Group 6: Construction Project Management

Group 7: Miscellaneous Engineering and Professional Services (smaller projects not requiring civil engineering)

- 3.** The selected Consultant(s) may be required to investigate, analyze, evaluate, report, coordinate, prepare plans, specifications and contract documents, bid/award and evaluation and services during construction, perform construction engineering services, etcetera for any of the aforementioned disciplines, related matters, as well as any other professional services assignments upon the request of the City. The City may require based upon the firm's evaluation to identify needs, develop and improve programs, establish cost effective priorities for making improvements and develop a short-term or a long-range program for implementation on request. The selected Consultant(s) shall provide certified testing lab

services as necessary to fulfill the requirements of certain regulatory agencies and related soil analysis.

- 3.1.5** The Consultant(s) may be required to represent the City in matters involving or relating to other governmental entities at the local, regional, state or national level, pertaining to the County/State/Federal for any improvement programs, permits or grants in which the City is or may be an eligible participant or has an interest. Some of the projects, requiring professional engineering and planning services will be funded through the Department of Housing and Urban Development (HUD), Community Development Block Grant (CDBG), Florida Inland Navigation District (FIND), or other federal and state granting authorities. All federal and state regulations pertaining to any grant related project shall apply.

3.2 Scope of Services

Group 1

a. General Civil Engineering

Requires engineering expertise in planning, designing, permitting, bidding, and construction administration services in connection with Civil Engineering, as well as knowledge of current rules and regulations of local, state, and federal agencies regulating the industry, including the Department of Environmental Protection, the South Florida Water Management District, the United States Environmental Protection Agency, the United States Corps of Engineers, and any other governmental authorities having jurisdiction over the same. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in this general area.

Requires engineering expertise in planning, designing, permitting, bidding, and construction administration services in connection with structural design and building, as well as knowledge of current rules and regulations of local, state, and federal agencies regulating the industry. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Structural Systems and Structural Engineering.

Requires engineering expertise in inspecting, planning, permitting, bidding, special inspector services, threshold inspector services, and construction administration services in connection with multi-discipline design, as well as knowledge of the Florida Building Code and the related current rules and regulations of local, state, and federal agencies and jurisdictions regulating the industry. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Construction Engineering Inspection.

Requires engineering expertise in planning, designing, permitting, bidding, and construction administration services in connection with electrical systems as well

as knowledge of current rules and regulations of local, state, and federal agencies regulating the industry. The firm must employ at least one professional engineer, registered with the Florida Board of Professional Engineers, having training and experience in the area of Electrical Systems and Electrical Engineering.

Requires engineering expertise in planning, designing, permitting, bidding, and construction administration services in connection with mechanical, plumbing, and fire protection systems as well as knowledge of current rules and regulations of local, state, and federal agencies regulating the industry. The firm must employ at least one professional engineer, registered with the Florida Board of Professional Engineers, having training and experience in the area of Mechanical Systems and Mechanical Engineering.

Requires engineering expertise in planning, designing, permitting, bidding, and construction administration phases of services in connection with transportation infrastructures, traffic studies, warrant studies, and signals. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Transportation Engineering.

Provide general engineering services such as feasibility study, planning, design, construction documents preparation, bidding services, construction administration and inspection services, cost estimate and permitting for the roadway & drainage improvement, water distribution system, wastewater collection system and other Civil Engineering projects. The General Civil Engineering Services shall establish sound engineering and professional services in compliance with Federal, State and local Regulatory Agencies.

b. Geotechnical Engineering

Provide general consultation, Geotechnical testing services, and on-site data/sampling collections to secure and establish sound professional services in compliance with Federal, State and Local Regulatory Agencies.

c. Subsurface Utility Engineering Services

Provide Subsurface Utility Engineering Services in accordance with ASCE Standard 38-02 "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data" as a guide for operations and resource for definitions. Services may include but not be limited to the quality levels discussed below which are defined more extensively within the referenced standard:

- **Quality Level A:** Test holes – using non-destructive excavation machinery and methods to expose and gather data on underground utilities and depict this data in format (electronic or otherwise) required.
- **Quality Level B:** All of Quality Level C & D plus geophysical prospecting using equipment and methods to include but not limited to conductive and inductive investigation, ground penetrating radar and any other method needed to designate and map all underground utilities.

- **Quality Level C:** All of Quality Level D plus review and examination of field locations of ground surface utility features.
- **Quality Level D:** Records research to include but not limited to available utility as-builts, atlases, field notes, owner records, personal interviews, visual inspections, etc.

d. Traffic Engineering Services

Provide comprehensive engineering services, planning-level studies and analysis for City transportation related projects and initiatives. CONSULTANT shall have substantial knowledge and experience in the following areas, providing the following types of reports and analyses:

- Review of development plan applications, rezoning applications and land use plan amendment applications and associated traffic impact studies / analyses for compliance with City codes / comprehensive plan and impacts of traffic generation resulting from proposed developments on existing road networks.
- Review of proposed roadway improvement recommendations for compliance with established criteria and to ensure that all traffic impacts caused by proposed development plans have been properly addressed.
- Review of proposed development plan internal design geometry and circulation, including but not limited to the following areas:
 - Ingress / egress; number, location and geometry
 - Access layout and geometric design
 - Traffic control devices
 - Number and layout of parking stall/aisles
 - Vehicular storage at ingress/egress locations
 - Loading areas
 - Sight lines
 - On/ off street parking impacts
 - Pedestrian/ vehicular conflicts
 - Turn lanes
 - Roadway lighting
- Participation in Development Review Committee meetings, pre-application meetings and public hearings, as required.
- Evaluate and establish traffic methodologies to be followed by applicants in the preparation of traffic impact studies / analyses.
- Coordination with applicant's consultants to resolve issues relating to the interpretation and implementation of Traffic Performance Standards.
- Review of existing or proposed conditions as they affect conditions along city streets and making recommendations relative to changes or improvements. Examples include speed limits, traffic counts, intersection improvements, on-street parking, etc.
- Provision of a written report addressing the aforementioned issues along with reviewing the report content at the Development Review Committee meeting and Planning and Zoning Board meeting or City Commission meetings, as required.
- Review of proposed projects in adjacent municipalities, Broward County and Palm Beach County that may have an impact on the City of Deerfield Beach.

- Provide Traffic Transportation Planning input relative to zoning amendments/changes and comprehensive plan changes.
- Update the City's Transportation Element of the Comprehensive Plan as required.
- Identify treatments for traffic problems such as congestion, parking, accidents, etc.
- Any other transportation related projects that the City may need reviewed.

e. Coastal & Marine Engineering Services

Provide general consultation, field and under water engineering and marine inspections and survey, coastal construction inspections / supervision, feasibility analysis, report and recommendation, coastal construction design and permitting services, numerical modeling of nearshore wave, bathymetry, shoreline and profile change, emergency pre and post storm beach inspections and FEMA compliance assurance and other related Coastal & Marine Engineering Services. CONSULTANT shall have substantial knowledge and experience in the following areas, providing the following types of reports and analyses:

- Design of coastal protection projects, including but not limited to, beach nourishment, storm protective and erosion control structures, and innovative technologies.
- Prepare construction cost estimates and assist in bidding processes, including pre- construction conferences. Procurement methods shall comply with all State of Florida, Broward County and City codes and regulations.
- Perform construction management activities such as field observations, project oversight, construction progress meetings, contract administration, permit compliance, and monitoring for both coastal and waterway projects.
- Provide permitting assistance for Broward County, State and Federal approval/authorization of coastal protection projects.
- Provide independent and impartial coastal engineering and environmental permitting consulting services on behalf of the City.
- Perform coastal modeling for beach erosion, wave hydrodynamics, storm recession, shoreline change, and sediment transport, using the most advanced and diverse modeling suites available.
- Conduct and evaluate topographic and bathymetric surveying.
- Perform both offshore and upland sand search/geotechnical investigations.
- Perform biological monitoring of nearshore hardbottom and other marine resources as required based on environmental permits.
- Prepare construction cost estimates and assist in bidding processes, including pre- construction conferences.
- Assist Deerfield Beach in achieving its Sustainability goals with an emphasis in sea-level rise and resiliency planning.
- Develop or assist the City with annual Florida Department of Environmental Protection (FDEP) and related funding requests.
- Provide public outreach assistance regarding coastal protection projects.
- Participate in the Deerfield Beach City Commission, Marine Advisory Board, and workshop meetings as deemed necessary by staff. The City will require a responsive firm, and locally available staff assigned to the agreement from a local (tri-County) Miami-Dade, Broward, Palm Beach office.

- Assume responsibility of all aspects of a beach nourishment project related to erosion. Responsibilities will include design, procurement process, permit application/amendment, construction management, FEMA reporting, FEMA claim tracking and reimbursement, and FEMA reporting and monitoring.
- Prepare and process funding requests from the Federal Emergency Management Agency (FEMA) for Engineered Beaches and other entities. Assist Deerfield Beach with reimbursement requests and processing. Complete all funding (public assistance) requests, follow-up as needed, file reports and coordinate reimbursement.
- Provide emergency storm damage response.
- Provide capabilities for administering coastal data within Geographic Information Systems (GIS).
- Perform all other coastal engineering, coastal resilience, environmental permitting/compliance duties, as deemed necessary by the City.
- Firms that have current agreements with adjacent (or nearby) municipalities and/or counties shall identify these agreements as indicated in the submission requirements.

a. Bridge/Pier Engineering

Provide general consultation, bridge or pier engineering design, technical specification, construction documents, bidding services, construction administration services, on-site representation, cost estimates and other bridge or pier engineering services including but not limited to field inspections, structural analysis, reports and recommendations for the repair and / or replacement of the city's pedestrian and vehicular bridges or international fishing pier.

g. Acoustic Engineering

Provide comprehensive engineering services for monitoring, reducing and controlling noise levels. Design, assess, manage and control sound and vibrations of existing or new construction. Offer advice to architects, and other consultant as required.

Group 2

a. Water Treatment Plant and Well Field Engineering

Requires engineering expertise in planning, designing, permitting, bidding, and construction administration services in connection with water treatment/distribution and wastewater collection facilities.

Requires engineering expertise in planning, designing, permitting, bidding, and construction administration services in connection with electrical systems as well as knowledge of current rules and regulations of local, state, and federal agencies regulating the industry. The firm must employ at least one professional engineer, registered with the Florida Board of Professional Engineers, having training and experience in the area of Electrical Systems and Electrical Engineering.

Provide the Water Treatment Plant and Well Field Engineering services for the following tasks:

- Feasibility studies for the rehabilitation, modification, expansion, replacement and/or repair of existing and proposed water treatment plants.
- Technical investigations, evaluations and pilot studies of advanced water treatment processes and technologies.
- Water treatment system planning services.
- Water treatment plant and/or treatment processes design services.
- Preparation of construction plans, technical specifications, cost estimate and project schedule.
- Permitting assistance, compliance with regulatory requirements, permitting and preparation of permit documents and presentation before appropriate regulatory agencies, including South Florida Water Management District (SFWMD), Florida Department of Environmental Protection (FDEP), Broward County, City of Deerfield Beach and others.
- Wetland mitigation and permitting services.
- Evaluation of electrical and instrumentation and control systems, including SCADA.
- Construction-phase services: construction-related services or general services during construction.
- Construction inspections and certification.
- Preparation of conformed to construction records.
- Training and commissioning of facilities.
- Development of Operation and Maintenance Manual.
- Project management services.
- Value engineering services.
- Public involvement and outreach.
- Assistance with obtaining government grants and loans.
- Performance of services related to issuance of additional bonds.
- Rate analyses.
- Design and preparation of plans and documents for new walls and rehabilitation of existing walls
- Hydro-geologic studies and investigation: completion of technical analyses and / or modeling of groundwater issues relative to water resources, water quality, well field capacity, well field protection and contaminant transport modeling, development of hydro-geologic permits and consumptive-use permits.
- Raw water wells: completion of feasibility studies, conceptual, preliminary and final well design, technical specifications, bid documents, bid review, evaluation & recommendation, construction-phase services, training, permitting, regulatory agency liaison, special demonstration and pilot projects, provide engineering reports related to the rehabilitation, modification, expansion and / or repair of existing and proposed Surficial and Floridian wells.
- Construction monitoring and inspection services
- Miscellaneous engineering design services

b. Environmental Engineering

Provide general consultation, stormwater, environmental engineering design, technical specifications, construction documents, bidding services, construction administration services, on-site representation, cost estimates and permitting services. The consultant may be requested to provide services related to waste water treatment facilities, waste water collection systems, water treatment and supply facilities, treated effluent disposal and reuse, water transmission and

distribution, hazardous waste remediation, environmental assessment, remediation, noise management studies, beach nourishment, wetlands mitigation, and / or miscellaneous infrastructures improvements. Environmental Engineering Services may also include environmental impact statements, Phase I Environmental analyses and other related environmental engineering services.

Group 3

a. Architectural Services

Provide general consultation, conceptual plans, master planning, structural engineering design, technical specifications, construction documents, bidding services, construction administration services, on-site representation, cost estimates and other architectural services including but not limited to city facilities repair, renovation and new construction.

Requires architectural expertise in planning, designing, permitting, bidding, and construction administration phases of service in Architectural Design. The firm must employ at least one architect, registered with the Florida State Board of Architecture and Interior Design. Additionally, the firm must have knowledge of current rules and regulations of local, state, and federal agencies regulating the environment and all land use and building code provisions, including the Department of Environmental Protection, the South Florida Water Management District, the United States Environmental Protection Agency, the South Florida Building Code, and the United States Corps of Engineers.

Requires expertise in land planning, designing, permitting, bidding, and construction administration phases of service for Landscape Architecture. The firm must employ at least one landscape architect, registered with the Florida State Board of Landscape Architecture. Additionally, the firm must employ sufficient personnel to provide services normally associated with this type of land planning services.

b. Structural Engineering Services

Provide general consultation, structural engineering design, technical specification, construction documents, bidding services, construction administration services, on-site representation, cost estimates and other structural engineering services including but not limited to the repair and / or replacement of seawall, building, roofing and other city facilities.

c. Electrical Engineering Services

Provide general consultation, electrical engineering design, technical specification, construction documents, bidding services, construction administration services, on-site representation, cost estimates and other electrical engineering services including but not limited to street lighting, sport field lighting and the repair and / or replacement of the electrical systems in other city facilities.

e. Mechanical Engineering Services

Provide general consultation, mechanical engineering design, technical specification, construction documents, bidding services, construction administration services, on-site representation, cost estimates and other mechanical engineering services including but not limited to the repair and / or replacement of the mechanical systems in other city facilities.

Group 4:

a. Planning and Urban Design Services

Provide general consultation, planning and urban design services to include but not limited to master planning, strategic & comprehensive planning, land development code preparation / amendments, development review (including zoning applications, land use plan amendments, building permits and Certificate of Use applications).

Group 5:

a. Landscape Architectural

Provide general consultation, landscape architectural services to include but not limited to landscape design, trees survey, landscape mitigation plan, irrigation system design, streetscapes & entry features design.

b. Land Surveying Services

Provide land surveying services including but not limited to boundary, topographic and bathymetric surveys, municipal right-of-way mapping, platting, lay-out / stake-out, preparation of as-built drawings, easements, conducting records research, and other related Land Surveying Services.

Group 6:

a. Construction Project Management

Provide construction and pre-construction services for a project, including design and constructability reviews, updates construction project schedules and estimating. The CONSULTANT shall act as an extension of the City's project management staff and have substantial knowledge and experience providing the following services:

- Preparing, reviewing, and updating construction project schedules.
- Evaluating the construction schedule, and if necessary, provide recommendations for a "recovery schedule" which will delineate how the contract completion dates will be achieved.
- Creating construction contract administration files.
- Obtaining and reviewing Contractor's submittal schedules.
- Conducting a preconstruction meeting.
- Establishing project meetings schedules and coordinating inspection requirements.

- Tracking project costs to available budget.
- Verifying that as-built documents are updated properly.
- Maintaining test reports for the project as required by the contract documents.
- Preparing field reports of site visits and inspections.
- Assisting in submitting applications for permanent gas, electric, water, telephone and other services.
- Contractor's submittals of logs and monitoring the response time from the architect or engineer.
- Assembling and filing for future reference complete project and cost records for both construction and professional services.
- Archiving project information and materials.

Group 7:

a. Miscellaneous Engineering and Professional Services (Smaller Projects Not Requiring Civil Engineering)

When full scale civil engineering consultant is not required, or when the services from separate surveying firm is deemed appropriate in the City's sole discretion, provide surveying services including but not limited to boundary, topographic and bathymetric surveys, municipal right-of-way mapping, platting, lay-out / stake-out, preparation of as-built drawings, easements, conducting records research, and other related Land Surveying Services.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-574

Agenda Date: 4/6/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of Invitation to Bid #21-07-PC for Generator Maintenance and Repair Services; authorizing execution of an Agreement with Cummins Inc. d/b/a Cummins Sales and Services as the only responsive and responsible bidder, for a two year term in an amount not to exceed \$127,712.97; providing for severability and an effective date. (Funds from Account #001-5060-519-32-99 - Other Contractual Services & Account #401-5020-533-31-06 - Service to Maintenance Equipment)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$ 127,712.97 (for initial two-year term)

Account Name: OTHER CONTRACTUAL SERVICE

Account Number: 001-5060-519-32-99

Secondary Account Name: SERV TO MAINT EQUIPMENT

Secondary Account Number: 401-5020-533-31-06

Background/History

The City requires the services of a qualified contractor to provide all labor, materials, equipment, travel, insurances and incidentals for maintenance and repair of generators for various City facilities, utilities, and locations. The previous contract with OK Generator Service provider expired on December 8, 2020 and was extended for 90 days.

Current Activity

The City issued an Invitation to Bid #21-07-PC for Generator Maintenance and Repair Services (the "ITB") on January 13, 2021 in compliance with the City of Deerfield Beach procurement requirements. After proper advertisement in the Sun-Sentinel and solicitation to forty-eight (48) prospective Offeror's via the e-Procurement Marketplace, eight (8) vendors viewed the documents of the ITB. On January 28, 2021, Addendum 1 was issued to make additions/changes to the ITB. On February 10, 2021 at 11:00 a.m. EST, the Purchasing and Contract Administration Division closed and unsealed one (1) response. The response was reviewed by the Purchasing and Contract Administration Division to ensure the response met the ITB requirements. One vendor MMJ Electric, Inc. submitted a "No Bid" referencing that they do not handle these types of services. The one bidder,

Cummins, Inc. d/b/a Cummins Sales and Service ("Cummins") met all the requirements of the ITB. The Purchasing and Contract Administration Division confirmed the pricing submitted will cover the initial two-year term. Additionally, the Procurement staff negotiated a Best and Final Offer (BAFO) with a savings of \$4,378.34. The Purchasing and Contract Administration Division reviewed the response and discussed it with the Environmental Services and concluded that the Cummins BAFO response meets all the requirements of the ITB. Therefore, staff is recommending award of the subject contract to Cummins. Reference checks were conducted on Cummins and revealed positive ratings.

Recommendation

It is recommended that the City Commission approve the resolution to award a contract to Cummins, Inc. d/b/a Cummins Sales and Service and authorize the City Manager to execute the agreement.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF INVITATION TO BID #21-07-PC FOR GENERATOR MAINTENANCE AND REPAIR SERVICES; AUTHORIZING EXECUTION OF AN AGREEMENT WITH CUMMINS INC. D/B/A CUMMINS SALES AND SERVICE AS THE ONLY RESPONSIVE AND RESPONSIBLE BIDDER, FOR A TWO YEAR TERM IN AN AMOUNT NOT TO EXCEED \$127,712.97; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) requires the services of a qualified contractor to provide all labor, materials, equipment, travel, insurances, and incidentals for maintenance and repair of generators for various City facilities, utilities, and locations (the “Services”); and

WHEREAS, the City issued Invitation to Bid No. 21-07-PC for Generator Maintenance and Repair Services (the “ITB”); and

WHEREAS, the ITB was advertised in the legal notices section of the Sun Sentinel on January 13, 2021, and the notice was also sent to 48 prospective bidders via the e-Procurement Marketplace; and

WHEREAS, eight vendors viewed the ITB documents; and

WHEREAS, on February 10, 2021 at 11:00 a.m., the ITB due date and time, the Purchasing and Contract Division (the “Division”) closed and unsealed the one bid that was timely received, and reviewed the bid to ensure it met the ITB requirements; and

WHEREAS, Cummins, Inc. d/b/a Cummins Sales and Service (“Cummins”) was the sole bidder and met all the requirements of the ITB; and

WHEREAS, the Division negotiated a Best and Final Offer with Cummins resulting in a savings of \$4,378.34 from the submitted bid; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to Cummins, the only responsive and responsible bidder to the ITB, and authorize execution of an agreement with Cummins for the Services in an amount not to exceed \$127,712.97 (the “Agreement”).

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

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

Section 2. The City Commission hereby approves the award of the ITB to Cummins for the Services.

Section 3. The City Manager is hereby authorized to execute the Agreement with Cummins for the Services in an amount not to exceed \$127,712.97, consistent with the terms of the ITB, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Memorandum

TO: Hamid Nikvan, Assistant Director of Environmental Services
FROM: Paul Collette, Buyer
THRU: Ivelsa Guzman, Purchasing Manager
DATE: March 15, 2021
RE: **Generator Maintenance and Repair Services, ITB #21-07-PC**

The Purchasing and Contract Administration Division issued an Invitation to Bid (ITB) for Generator Maintenance and Repair Services, ITB #21-07-PC. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The ITB was advertised in the legal notices section of the Sun-Sentinel on January 13, 2021. The notice was sent to forty-eight (48) prospective Offerors via the e-Procurement Marketplace.
- Eight (8) vendors viewed the documents of the ITB.
- On January 28, 2021, Addendum 1 was issued to make additions/changes to the ITB.
- On February 10, 2021 at 11:00 a.m. EST, the Purchasing and Contract Administration Division closed and unsealed one (1) response. The response was reviewed by the Purchasing and Contract Administration Division to ensure the response met the ITB requirements. One vendor MMJ Electric, Inc. submitted a "No Bid" due to they do not handle these types of services.
- The one Offeror, Cummins, Inc. d/b/a Cummins Sales and Service met all the requirements of the ITB.
- The Purchasing and Contract Administration Division confirmed the pricing submitted will cover the initial two-year term. Additionally, the Procurement staff negotiated a Best and Final Offer (BAFO) with a savings of \$4,378.34. The (BAFO) was reviewed and approved by the Assistant Director of Environmental Services, who recommends awarding a contract to Cummins, Inc. d/b/a Cummins Sales and Service.
- Reference checks were conducted on Cummins, Inc. d/b/a Cummins Sales and Service and revealed positive ratings.

In summary, Cummins, Inc. d/b/a Cummins Sales and Service is the only responsive and responsible Offeror able to meet the ITB requirements; therefore, the award recommendation of this contract is to Cummins, Inc. d/b/a Cummins Sales and Service.

Please use this memorandum and all attachments as your backup to the City Manager for the next available City Commission meeting.

Att. Tabulation Sheets, Tabulation Summary, Scope of Work

c: Tom Good, Assistant City Manager
Melissa Namor, Business Manager

			Cummins Sales and Service (Cummins, Inc.) Original Response		Cummins Sales and Service (Cummins, Inc.) Best and Final Offer (BAFO)		
			Total Price	\$132,091.31	Total Price	\$127,712.97	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Kohler Generator, Model #1250RE0ZM, Serial #2093222, 1250 KW, Coolant Capacity 85 Gallon. Location: Fire Station #102 (MOC), 1441 SW 11th Way, Deerfield Beach, FL 33441.	1	Lump Sum	\$15,411.51	\$15,411.51	\$ 14,949.16	\$ 14,949.51
2	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Onan Generator, Model #DFCB, Serial #L020444572, 300 KW. Coolant Capacity 16 Gallons, Location: BSO Main Station, 300 NE 2nd Street, Deerfield Beach, FL 33441.	1	Lump Sum	\$6,111.11	\$6,111.11	5,927.78	5,927.78
3	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Onan Generator, Model #30.ODDA-15R/19754D, Serial #E800505122, 30 KW, Coolant Capacity 5 Gallon. Location: BSO Substation, 580 S. Powerline Road, Deerfield Beach, FL 33441.	1	Lump Sum	\$3,717.60	\$3,717.60	3,606.07	3,606.07
4	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Onan Generator, Model #DGDB-5741757, Serial #J050840908, 100 KW, Coolant Capacity 6 Gallon. Location: Fire Station #4, 928 E. Hillsboro Blvd, Deerfield Beach, FL 33441.	1	Lump Sum	\$4,763.84	\$4,763.84	4620.92	4,620.92
5	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Caterpillar Generator, Model #3406B, Serial #4RG00483, 150 KW, Coolant Capacity 16 Gallon. Location: City Hall, 150 NE 2nd Avenue, Deerfield Beach, FL 33441.	1	Lump Sum	\$5,123.79	\$5,123.79	4970.08	4,970.08
6	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Onan Generator, Model #17.5RDJF-3CR/1567AA, Serial #E770234082, 20 KW, Coolant Cap 4 Gallon Location: Fire Station #66, 590 S. Powerline Road, Deerfield Beach, FL 33442.	1	Lump Sum	\$2,149.16	\$2,149.16	2084.69	2,084.69
7	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Onan Generator, Model #15JC-3R/2733L, Serial #16C862114, 15 KW, Air Cooled. Location: Fire Station #75, 71 SE 21st Avenue, Deerfield Beach, FL 33441.	1	Lump Sum	\$3,600.01	\$3,600.01	3492.01	3,492.01
8	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Kohler Generator, Model #80RPZJ71, Serial #193389, 80 KW, Coolant Capacity 4.50 Gallon. Location: Utilities, 200 Goolsby Blvd, Deerfield Beach, FL 33442.	1	Lump Sum	\$4,278.07	\$4,278.07	4194.73	4,194.73
9	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Kohler Generator, Model #400RE0ZDC, Serial #2117869, 415 KW, Coolant Capacity 10 Gallons. Location: Central City Campus, 401 SW 4th Street, Deerfield Beach, FL 33441.	1	Lump Sum	\$6,498.01	\$6,498.01	6303.07	6,303.07
10	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Caterpillar Generator, Model #3512, Serial #1KZ00446, 1239 KW, Coolant Capacity 90 Gallons. Location: West Water Plant - Generator Room, 290 Goolsby Blvd, Deerfield Beach, FL 33442.	1	Lump Sum	\$17,178.88	\$17,178.88	16663.51	16,663.51

11	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Caterpillar Generator, Model #3512, Serial #1KZ00448, 1239 KW, Coolant Capacity 90 Gallons. Location: West Water Plant, Generator Room, 290 Goolsby Blvd, Deerfield Beach, FL 33442.	1	Lump Sum	\$17,178.88	\$17,178.88	16663.51	16,663.51
12	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Caterpillar Generator, Model #C15, Serial #JRE09973, 328 KW, Coolant Capacity 6 Gallons. Location: West Water Plant, High Service PumpRoom, 290 Goolsby Blvd, Deerfield Beach, FL 33442.	1	Lump Sum	\$8,463.67	\$8,463.67	8209.76	8,209.76
13	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Caterpillar Generator, Model #C18, Serial #FST01654, 600 KW, Coolant Capacity 6 Gallons. Location: EastWater Plant, 101 NW 2nd Avenue, Deerfield Beach, FL 33441.	1	Lump Sum	\$9,666.77	\$9,666.77	9376.77	9,376.77
14	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Caterpillar Generator, Model #3208, Serial #30A07488,200.5 KW, Coolant Capacity 6 Gallons. Location: Well 18,458 Goolsby Blvd, Deerfield Beach, FL 33442.	1	Lump Sum	\$5,798.58	\$5,798.58	5624.62	5,624.62
15	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Caterpillar Generator, Model #3208, Serial #30A07489,200.5 KW, Coolant Capacity 6 Gallons. Location: Well 17,994 S. Military Trail, Deerfield Beach, FL 33442.	1	Lump Sum	\$5,979.77	\$5,979.77	5624.62	5,624.62
16	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Caterpillar Generator, Model #C18, Serial #EST01066,671 KW, Coolant Capacity 6 Gallons. Location: FA-2,2450 SW 10th Street, Deerfield Beach, FL 33442.	1	Lump Sum	\$9,666.77	\$9,666.77	9376.77	9,376.77
17	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on John Deere Generator, Model #6068HFG85, Serial #PE6068N014599,200 KW, Coolant Capacity 6 Gallons. Location: Well 19,786 Military Trail, Deerfield Beach, FL 33442.	1	Lump Sum	\$6,104.86	\$6,104.86	5624.62	5,624.62
18	Emergency Repairs to Generators.	1	hr	\$400.00	\$400.00	\$400.00	\$400.00
18.1	Hourly cost for emergency repairs to generators during normal business hours, Monday - Friday, 8 a.m. - 5 p.m., excluding holidays.	1	hr	\$160.00	\$160.00	\$160.00	\$160.00
18.2	Hourly cost for emergency repairs to generators after normal business hours, including Evenings, Weekends and holidays.	1	hr	\$240.00	\$240.00	\$240.00	\$240.00
19	Generator Equipment.	1	hr	\$0.03	\$0.03	\$0.03	\$0.03
19.1	Offerors shall provide a Cost Plus Percentage Mark-up on new generator equipment.	1	ea	0.01%	0.01%	0.0%	0.0%
19.2	Offerors shall provide a Cost Plus Percentage Mark-up on parts.	1	ea	-10.0%	-10.0%	-10.0%	-10.0%
19.3	Offerors shall provide an Hourly Cost to install new generator equipment includes outside or inside of buildings.	1	hr	\$0.01	\$0.01	\$0.00	\$0.00
19.4	Offerors shall provide an Hourly Cost to remove existing generator equipment includes outside or inside of buildings.	1	hr	\$0.01	\$0.01	\$0.00	\$0.00
19.5	Offerors shall provide an Hourly Cost for crane or lift equipment to remove existing generator equipment and install new generator equipment.	1	hr	\$ 0.01	\$0.01	\$0.00	\$0.00

Event Number	21-07-PC Addendum 1	Organization	City of Deerfield Beach
Event Title	Generator Maintenance and Repair	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is soliciting	Event Owner	Paul Collette
Event Type	ITB (Commodity)	Email	pcollette@deerfield-beach.com
Issue Date	1/13/2021 04:06:53 PM (ET)	Phone	(954) 480-4418
Close Date	2/10/2021 11:00:00 AM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total	Best and Final Offer (BAFO)
Cummins Sales and Service (Cummins, Inc.)	Columbus	IN	2/10/2021 09:04:09 AM (ET)	24	\$132,091.31	\$127,712.97

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

SECTION VI – SCOPE OF WORK

1. General Requirements

The City requires the services of a qualified Contractor(s) to provide all labor, materials, equipment, travel, insurances and incidentals for Maintenance and Repair of Generators for various City facilities and locations.

- a. Contractor shall respond within two (2) hours from time of notification for emergency service. This emergency service will be billed at an hourly cost separate from the preventative maintenance services. (Refer to Bid Line Items 18.1 and 18.2).
- b. Contractor shall provide emergency service twenty-four (24) hours a day, seven (7) days a week.
- c. The Contractor shall have all required licenses, including an Occupational License, to perform the work.
- d. The Contractor shall have been in business for a minimum of three (3) years under their present name doing business in the field of MAINTENANCE AND REPAIR OF EMERGENCY DIESEL GENERATORS as listed herein.
- e. The Contractor shall continuously employ technicians trained and certified to complete the work specified herein.
- f. Contractor may bid on and subcontract this work out to a qualified company that meets or exceeds all specifications, terms and conditions of this bid.
- g. Contractor shall be responsible for cleanup of any waste, hazardous material and debris caused by the service performed on the emergency generators. The Contractor shall provide proper disposal of these items in accordance with Federal, State, County and local regulations and requirements.
- h. Contractor must check in upon arrival at the site with an authorized City representative and check out when leaving the site.
- i. **List of Generators:**
 - Caterpillar, Model #3512, SN# 1KZ00446, 1239KW, Coolant capacity 90 gallons, Generator Room, 290 Goolsby Blvd, Deerfield Beach FL, 33442.
 - Caterpillar SN: 1KZ00448, MN 3512, 1239KW (GENERATOR ROOM) coolant capacity 90 gallons, 290 Goolsby Blvd, Deerfield Beach FL, 33442
 - Caterpillar SN: JRE09973, MN C15, 328KW (HIGH SERVICE PUMP ROOM) coolant capacity 6 gallons, 290 Goolsby Blvd, Deerfield Beach FL, 33442
 - Caterpillar SN: 30A07489, MN 3208, 200.5KW (WELL 17) coolant capacity 6 gallons, 994 S Military Trail, Deerfield Beach FL, 33442
 - Caterpillar SN: 30A07488, MN 3208, 200.5KW (WELL 18) coolant capacity 6 gallons, 458 Goolsby Blvd, Deerfield Beach FL, 33442
 - Caterpillar SN: EST01066, MN C18, 671KW (FA-2) coolant capacity 6 gallons, 2450 SW 10TH St, Deerfield Beach FL, 33442

- Caterpillar: Model #C18; SN #FST01654; 600KW; Coolant Capacity - 6 gallons, (East Water Plant) 101 NW 2ND Avenue, Deerfield Beach, FL 33441.
- John Deere: Model #6068HFG85; SN #PE6068N014599, Coolant Capacity - 6 gallons, (Well 19) 786 Military Trail, Deerfield Beach, FL 33442.

2. Annual Minor Preventative Maintenance Service

- a. Scheduled Preventative Maintenance service calls shall be made quarterly during normal business hours (8:30 AM, Monday through Friday, or at other than normal hours ONLY if approved by the appropriate maintenance supervisor). Service shall include inspection, and basic preventive maintenance procedures to maintain the equipment in accordance with the original equipment manufacturers (OEM) specifications. Contractor shall examine, adjust, lubricate, tune-up and repair or replace worn or defective emergency generator components. The Contractor must have all diagnostic test equipment necessary to perform the work. Upon notification of award, the Contractor shall submit a schedule for the quarterly visits and annual tune-ups subject to approval by the City's Facilities Manager or his designee. It is anticipated that the three (3) quarterly Minor PM Service's will be conducted in the months of September, December, March. One (1) quarter will be the annual Major PM Service in June.
- b. Minor Preventive Maintenance Service
 - i. Visually inspect unit, associated equipment and general area, noting any unusual conditions.
 - ii. Check operation of lubricating system including oil pump, oil pressure and oil level. Add oil, if necessary. Fuel Checks: Daytank / Main fuel level, tank exterior conditions and tank containment areas. Any visible fuel leaks. Check all fluids with dip stick to match it with gauge.
 - iii. Check cooling system for rust, corrosion, leaks, debris and coolant level. Add coolant, if necessary.
 - iv. Check belts, pulleys, hoses. Adjust and/or replace defective components, as necessary. Inspect hoses and the water pump for signs of wear & tear, bulges, cracking, and leaks; check hose clamps for tightness.
 - v. Check air cleaner and air ducting. Remove, inspect, clean, and reinstall all wet type air filter elements. Replace all dry type air filter elements.
 - vi. Check battery, electrolyte level and trickle rate. Clean battery posts. Gauge or indicator light should read OK on charger. Make sure battery and charger connections are tight, and clean any corrosion off the terminals.
 - vii. Check load transfer control, reset exerciser. Inspect starter control for contact wearing and pitting and replace, as necessary. Tighten motor terminal and panel terminals.
 - viii. Test generator operation under no load.
 - ix. Note volts and HZ, oil pressure, temperature, battery charge rate, hour meter reading, fuel level and maintain log of all checks and repairs. Record Readings: Engine start

(Yes or No); charger rate (DC amps / DC Volts); water temperature; oil pressure; transferred load (yes or no); AC voltage; AC amps.

- x. Perform any other preventive maintenance procedures as recommended by the original equipment manufacturer whether or not specified above.
- xi. Contractor shall maintain a service record which includes arrival and departure times for each service call and the actual work/repair performed. Maintenance procedure charts shall be provided by the Contractor and must be kept up-to-date so as to reflect the completion of scheduled items of maintenance. In addition to the checklist chart, Contractor shall maintain a log to be submitted to the City's Facilities Manager or his designee on a quarterly basis. All malfunctions of the generators and the corrective work performed by the Contractor are to be recorded in the log book. All regularly scheduled inspections shall also be recorded and shall specifically indicate the work performed. The logs shall be made available for inspection and/or audit at all times and, upon termination of the contract, shall become the property of the City. Contractor shall submit a detailed report of each inspection to include any system deficiencies along with corrective maintenance performed or to be performed along with any recommended improvements. Each report shall be forwarded to the City's Facilities Manager or his designee.

c. Generator Enclosure Maintenance

- i. Inspection of the applicable generator enclosures to include removing rust and repainting.

3. Annual Major Preventative Maintenance Service

- a. Scheduled the Annual Major Preventative Maintenance service call shall be made no later than the first week in June, during normal business hours (8:30 AM to 5:00 PM, Monday through Friday, or at other than normal hours ONLY if approved by the City. This service shall include the following services.
 - i. Prepare oil sample for analysis and submit written results to the Facilities Manager or his designee for that unit.
 - ii. Change crankcase lubricating oil. Contractor shall dispose of all used oil in accordance with all applicable laws and regulations.
 - iii. Change lube oil filters. Contractor shall dispose of all used filters in accordance with all applicable laws and regulations.
 - iv. Change air cleaners.
 - v. Recalibrate all gauges.
 - vi. Inspect battery and clean battery case and terminals. Check electrolyte level and trickle charger rate.
 - vii. Check glow plugs for cleanliness and proper operation. Correct all deficiencies.

- viii. Inspect and clean governor linkage, check governor and adjust for proper speed. Check lubrication level in external governors, if applicable. Add lubrication oil, as necessary.
- ix. Install new fuel filters.
- x. Inspect and adjust rack on unit injector fuel distributor pump according to manufacturer's recommendations.
- xi. Note fuel levels on the written reports for the generators.
- xii. Inspect generator winding for excessive dirt and dust and brush clean, as necessary. Clean commutator and collector rings. Check brushes for freedom of movement and for proper wear and tension in accordance with the manufacturer's recommendations.
- xiii. Drain and flush coolant system. Add new coolant in accordance with the specifications and/or brand name recommended by the manufacturer.
- xiv. Inspect exhaust system for rust and leaks.
- xv. Test run generator under a load bank test for approximately thirty (30) minutes. Record volts; Hz; oil pressure; engine temperature; and battery charge rate.
- xvi. Simulate low oil pressure fault, check safety shutdown.
- xvii. Simulate power failure and operate plant under load. This procedure must be witnessed by the Facilities Manager or his designee. The Contractor must notify and receive approval from the Facilities Manager or his designee prior to performing the load test. The notification and approval must be obtained at least forty-eight (48) hours prior to the performance of this test.

4. Generator Equipment

Contractor shall supply and install new generator equipment as per manufacturer's specifications outside of inside building. Also, contractor shall remove existing generator equipment outside or inside building. (Refer to Bid Line Items 19.1 THRU 19.5).

5. Clean-Up and Worksite Appearance

The Successful Offeror at all times shall keep the worksite free from accumulation of waste materials, rubbish and debris caused by Successful Offeror's operations. At the completion of the work, Successful Offeror shall remove all waste materials, debris, tools, equipment, machinery, and surplus materials from and about the worksite, and return the worksite to a condition suitable for use by the City. All waste materials, rubbish and debris shall be disposed of in accordance with all Federal, State and local codes and regulations.

6. Quality Assurance

All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the workmanship on the job throughout the duration of his/her responsibility.

7. Maintenance of Traffic (MOT)

- a. Contractor shall provide all items necessary to protect, warn and/or maintain vehicular and pedestrian traffic during the course of construction.
- b. If necessary, Contractor shall arrange for the services of a Traffic Engineer, registered as a Professional Engineer in the State of Florida, to prepare detailed Maintenance of Traffic (MOT) Plans for approval by the City and other governmental agencies having jurisdiction prior to the start of construction activities.
- c. The Maintenance of Traffic Plan and all traffic warning and control devices shall conform to the applicable provisions of the latest editions of the national "Manual on Uniform Traffic Control Devices" (MUTCD), the 600 series of the Florida Department of Transportation's "Roadway and Traffic Design Standards", and Broward County's Minimum Standards Applicable to Public Rights of Way Under Broward County Jurisdiction".

8. Protection of Property

- a. The Contractor shall at all times guard against damage or loss to the City property and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's Park Superintendent or his designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage.
- b. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.
- c. The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.

9. Personnel

- a. The City may, in its sole and absolute discretion, require the Consultant to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interests of the City. The City shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Consultant to immediately address upon the City's notification to the Consultants supervisory staff on-site or the managerial point of contact designated to the contract.
- b. The Contractors employees performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. All Contractors' personnel dealing with the public under this contract, shall be identified by name using a nametag or embroidered name on his/her uniform. The Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.
- c. At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the "English" language.
- d. All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.

10. Contractors Equipment and Vehicles

- a.** Contractor's equipment shall be maintained in an efficient and safe operating condition while performing work under this contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City may direct the Contractor to remove such equipment and/or operator until the deficiency is corrected to the satisfaction of the City. The Contractor shall be responsible and liable for injury to persons caused by the operation of the equipment.
- b.** Contractor's vehicles used on City projects shall be clean and presentable, in working condition, and identified with the name of the company and properly licensed.

CONTRACT

This CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and CUMMINS, INC. DBA CUMMINS SALES AND SERVICE (CONTRACTOR), as follows:

WITNESSETH:

WHEREAS, pursuant to ITB #21-07-PC (the ITB) the CITY accepted competitive bids for Generator Maintenance and Repair Services (the Services); and

WHEREAS, the Services are delineated in the ITB; and

WHEREAS, this CONTRACT, the ITB and the CONTRACTOR's Response constitute the entire CONTRACT and describe the Services to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB, the evaluation committee and the City Commission of the City of Deerfield Beach, Florida, the CITY has determined that the most responsive and responsible bid was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the CONTRACT at a competitive price; and

WHEREAS, the CITY has awarded the CONTRACT to CONTRACTOR for the Services on _____, 20____, Resolution No 20____/____;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE 1

INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This CONTRACT, the ITB, together with the CONTRACTOR'S response to the ITB (Attachment "A") shall constitute the entire CONTRACT, except to the extent specifically modified on Attachment "B" Additional Terms and Conditions. The parties agree that the scope of services is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this CONTRACT may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this CONTRACT shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this CONTRACT contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this CONTRACT shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4 This is a non-exclusive CONTRACT. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the ITB, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the CONTRACT Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this CONTRACT.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial CONTRACT term shall be (2) years and begin on April 7, 2021 and end on March 6, 2023. The CITY reserves the right to renew the CONTRACT for three (3) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City as set forth in the ITB.
- 2.2 In the event services are scheduled to end because of the expiration of the CONTRACT, the CONTRACTOR shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing CONTRACT. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the CITY.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this CONTRACT.

ARTICLE 3

COMPENSATION

- 3.1 If the ITB provides that the CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this CONTRACT, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this CONTRACT. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.
- 3.2 If the ITB provides that the CONTRACTOR shall make payment to the CITY, such payment shall be made in conformance with the requirements set forth within the ITB.
- 3.3 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

- 4.1 This CONTRACT may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This CONTRACT may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 4.2 This CONTRACT may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this CONTRACT.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this CONTRACT except that notice of termination by the City Manager, which the City Manager 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 CONTRACT.
- 4.4 In the event this CONTRACT is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the CONTRACT through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this CONTRACT for convenience.
- 4.5 In the event this CONTRACT is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.
- 4.6 Should at any time during the term of this CONTRACT, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this CONTRACT, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
- 4.6.1 In the event the CONTRACT is terminated, the City may assign the CONTRACT to another CONTRACTOR, or seek a new CONTRACTOR, until the CONTRACT is re-let, or until the end of the CONTRACT term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this CONTRACT, the solicitation for or purchase of goods or services relating to this CONTRACT, or in subcontracting work in the performance of this CONTRACT. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this CONTRACT, which may result in the termination of this CONTRACT or such other remedy as CITY deems appropriate.
- 5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this CONTRACT. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this CONTRACT are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this CONTRACT, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this CONTRACT by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this CONTRACT for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period

of three (3) years after termination of this CONTRACT. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically, to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONTRACT upon termination of the CONTRACT and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- e. If CONTRACT does not comply with this section, the City shall enforce the CONTRACT provisions in accordance with the CONTRACT and may unilaterally cancel this CONTRACT in accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written CONTRACT, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

- 6.3 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the CONTRACTOR or disputes between City staff and the CONTRACTOR are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to

termination for cause. The CONTRACTOR agrees that any complaints received by the CITY concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.4 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this CONTRACT. Therefore, the parties agree that there are no third party beneficiaries to this CONTRACT and that no third party shall be entitled to assert a right or claim against either of them based upon this CONTRACT.

6.5 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

David Santucci, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this CONTRACT and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this CONTRACT shall not be deemed a waiver of such provision or modification of this CONTRACT. A waiver of any breach of a provision of this CONTRACT shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this CONTRACT.

6.7 SEVERANCE

In the event a portion of this CONTRACT is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this CONTRACT. An election to terminate this CONTRACT based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this CONTRACT and acknowledge that the preparation of this CONTRACT has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this CONTRACT shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this CONTRACT, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this CONTRACT.

6.10 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 CONTRACT and executed by the CITY's Signator and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, CONTRACTs, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, CONTRACT, or understanding concerning the subject matter of this CONTRACT that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or CONTRACT, whether oral or written.

6.12 REPRESENTATION OF AUTHORITY

Each individual executing this CONTRACT on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this CONTRACT, duly authorized by all necessary and appropriate action to execute this CONTRACT on behalf of such party and does so with full legal authority.

6.13 MULTIPLE ORIGINALS

Multiple copies of this CONTRACT may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

6.14 VERIFICATION OF EMPLOYMENT ELIGIBILITY

CONTRACTOR acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a. all persons employed by CONTRACTOR to perform employment duties within Florida during the term of the CONTRACT, and;

- b. all persons (including subcontractors) assigned by CONTRACTOR to perform work pursuant to the CONTRACT.

The CONTRACTOR acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the CONTRACT is a condition of the CONTRACT. CONTRACTOR shall annually certify compliance with this requirement in writing to the CITY'S CONTRACT Administrator assigned to the CONTRACT.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

By: _____
DAVID SANTUCCI, CITY MANAGER

Date: _____

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

ANTHONY C. SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

(Name of Corporation)

(Witness)

By _____
(Signature)

(Corporate Seal, if applicable)

(Type Name/Title Signed Above)

____ day of _____, 20____.

(Type Name Signed Above)

____ day of _____, 20____.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS FOR DISTRIBUTION.

ATTACHMENT "A"
BIDDER'S SUBMITTAL



21-07-PC Addendum 1 Cummins Sales and Service Supplier Response

Event Information

Number: 21-07-PC Addendum 1
Title: Generator Maintenance and Repair Services
Type: Invitation to Bid
Issue Date: 1/13/2021
Deadline: 2/10/2021 11:00 AM (ET)
Notes: The City of Deerfield Beach is soliciting responses from vendors for Maintenance and Repair of Generators in accordance with the terms, conditions and scope of work of the above-mentioned informal competitive solicitation.

Contact Information

Contact: Paul Collette, Buyer

Address: Purchasing & Contract Admin. Division
A
2nd
City of Deerfield Beach
401A SW 4th Street
Deerfield Beach, FL 33441
Phone: (954) 480-4418
Fax: (954) 480-4388
Email: pcollette@deerfield-beach.com

Cummins Sales and Service Information

Contact: Kevin Gonzalez
Address: 500 Jackson St
Columbus, IN 47201
Phone: (812) 377-5000
Email: gonzalez.kevin@cummins.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Jason Simmons

Signature

Submitted at 2/10/2021 8:04:09 AM

jason.simmons@cummins.com

Email

Requested Attachments

Experience and Qualifications

Cummins CSSNA_Miami Tech Resumes and Capability Statement .pdf

Offeror shall describe the entities experience and qualifications, include resumes of key individuals and personnel. Provide information on how your firm meets or exceeds the minimum qualifications required.

Past Projects

CMI S&S_Past Experience_References_2021.pdf

Offeror shall identify three (3) projects within a minimum of three (3) years where the Offeror has provided generator maintenance and repair services or similar work as requested in this solicitation. Please provide the following information for each project: 1. The name of the project, the owner, year performed, dollar amount of project and the project location. 2. A description of the project. 3. A reference, including a contact name, addresses and phone number. This reference should be the staff member who was in charge of the project.

Proof of Insurability

SAMPLE COI - CUMMINS.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in INSURANCE REQUIREMENTS. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Copies of Applicable Licenses and Certifications

License_Contractor Letter.pdf

Submit copies of any required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your firm's qualifications.

Certified Business Entity (CBE) Certification

No response

Submit a copy of your firms CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 21.

Schedule of Participation from Disadvantage Business Entity(s)

No response

Proposer shall list each of the proposed DBE(s) or CBE(s) or SBE(s), the type of work each firm will perform, and the projected subcontract dollar amount and/or percentage of professional fees to be awarded, if selected.

Attachment A – Vendor Performance Reference Verification Survey Form

Cummins Vendor Performance Reference Verification Surveys.pdf

Offerors shall complete this form and provide it with their Response Attachments.

Compliance with Florida Factitious Name Statute

No response

Offeror shall submit with their response as listed under Attributes #21, if applicable.

Ethics Code Disclosure

No response

a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Exhibit II - E-Verify Compliance Verification Form.

Cummins E-Verify_notarized.pdf

OFFERORS SHALL COMPLETE THIS E-VERIFY COMPLIANCE VERIFICATION FORM AND PROVIDE IT WITH YOUR RESPONSE ATTACHMENTS.

Local Business Tax Receipt

image2021-02-03-162423.pdf

Submit a copy of your firms local business tax receipt for the principal place of business.

Corporate Annual Report

cmi-2018-10-k-as-filed-2-11-19 (002).pdf

Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).

W-9 Form

CMI S&S_2021 W-9.pdf

Submit a copy of your firms W-9 Form.

Bid Attributes

1 Addendum 1

Addendum 1 - issued to make changes to the bid documents (under Bid Line Items: Item #1 - added Coolant Capacity; Item #2 added Coolant Capacity; Item #3 changed Model #/added Coolant Capacity; Item #4 changed Model #/added Coolant Capacity; Item #5 added Coolant Capacity; Item #6 changed Model #/added Coolant Capacity; Item #7 changed Model #/added Air Cooled; Item #8 added Coolant Capacity; Item #9 Change KW to 415 and added Coolant Capacity, Item #10 added Coolant Capacity; Item #11 added Coolant Capacity; Item #12 added Coolant Capacity; Item #13 added Coolant Capacity; Item #14 added Coolant Capacity; Item #15 added Coolant Capacity; Item #16 added Coolant Capacity; Item #17 added Coolant Capacity)

2 Drug-Free Workplace Programs

Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Yes

3 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

Vendor Indemnifies City

4 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirrant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirrant.

Non-Collusion Affirmed

5 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

Affirmed

6 Local Vendor Affirmation

1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am a local vendor with no derogatory history

7 Certified Business Entity Affirmation

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 20 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am not a Disadvantaged Business Entity

8 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Not Applicable

9 Verification of Employment Status

The successful Offeror affirms to comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the successful proposer, the successful proposer *may not be awarded a public contract for a period of 1 year after the date of termination.*

Complies with E-Verify Requirement

10 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

11 Individuals with legal authority to contract

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

Jason Simmons

12 Compliance with Florida Factitious Name Statute

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

13 Former Business Names

Under what other former names has your organization or principals holding at least 30% interest operated?

Cummins PowerSouth

1 4	Years of Experience How many years has your company been in business providing the products and services that are subject to this solicitation? 101
1 5	Attachment A – References & Vendor Performance Reference Verification Survey Form Offerors shall complete the Vendor Performance Reference Verification Survey Form shall be completed by your five references and provide it with your Response Attachments. Provided
1 6	Licenses and Certifications I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals. Yes
1 7	Use of Subcontractors Will you be using any subcontractors? No
1 8	List of Subcontractors If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program. N/A
1 9	Default and Non-Performance History Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details. No
2 0	Criminal Litigation History Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details? No
2 1	Conflicts of Interest Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business. No conflicts of interest

Bid Lines

1	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Kohler Generator, Model #1250RE0ZM, Serial #2093222, 1250 KW, Coolant Capacity 85 Gallon. Location: Fire Station #102 (MOC), 1441 SW 11th Way, Deerfield Beach, FL 33441.	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: <u> \$15,411.51 </u>	Total: <u> \$15,411.51 </u>
2	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Onan Generator, Model #DFCB, Serial #L020444572, 300 KW. Coolant Capacity 16 Gallons, Location: BSO Main Station, 300 NE 2nd Street, Deerfield Beach, FL 33441.	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: <u> \$6,111.11 </u>	Total: <u> \$6,111.11 </u>
3	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Onan Generator, Model #30.ODDA-15R/19754D, Serial #E800505122, 30 KW, Coolant Capacity 5 Gallon. Location: BSO Substation, 580 S. Powerline Road, Deerfield Beach, FL 33441.	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: <u> \$3,717.60 </u>	Total: <u> \$3,717.60 </u>
4	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Onan Generator, Model #DGDB-5741757, Serial #J050840908, 100 KW, Coolant Capacity 6 Gallon. Location: Fire Station #4, 928 E. Hillsboro Blvd, Deerfield Beach, FL 33441.	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: <u> \$4,763.84 </u>	Total: <u> \$4,763.84 </u>
5	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Caterpillar Generator, Model #3406B, Serial #4RG00483, 150 KW, Coolant Capacity 16 Gallon. Location: City Hall, 150 NE 2nd Avenue, Deerfield Beach, FL 33441.	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: <u> \$5,123.79 </u>	Total: <u> \$5,123.79 </u>
6	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Onan Generator, Model #17.5RDJF-3CR/1567AA, Serial #E770234082, 20 KW, Coolant Capacity 4 Gallon. Location: Fire Station #66, 590 S. Powerline Road, Deerfield Beach, FL 33442.	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: <u> \$2,149.16 </u>	Total: <u> \$2,149.16 </u>
7	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Onan Generator, Model #15JC-3R/2733L, Serial #16C862114, 15 KW, Air Cooled. Location: Fire Station #75, 71 SE 21st Avenue, Deerfield Beach, FL 33441.	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: <u> \$3,600.01 </u>	Total: <u> \$3,600.01 </u>
8	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Kohler Generator, Model #80RPZJ71, Serial #193389, 80 KW, Coolant Capacity 4.50 Gallon. Location: Utilities, 200 Goolsby Blvd, Deerfield Beach, FL 33442.	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: <u> \$4,278.07 </u>	Total: <u> \$4,278.07 </u>
9	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Kohler Generator, Model #400RE0ZDC, Serial #2117869, 415 KW, Coolant Capacity 10 Gallons. Location: Central City Campus, 401 SW 4th Street, Deerfield Beach, FL 33441.	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: <u> \$6,498.01 </u>	Total: <u> \$6,498.01 </u>
10	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Caterpillar Generator, Model #3512, Serial #1KZ00446, 1239 KW, Coolant Capacity 90 Gallons. Location: West Water Plant - Generator Room, 290 Goolsby Blvd, Deerfield Beach, FL 33442.	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: <u> \$17,178.88 </u>	Total: <u> \$17,178.88 </u>

1 1	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Caterpillar Generator, Model #3512, Serial #1KZ00448, 1239 KW, Coolant Capacity 90 Gallons. Location: West Water Plant, Generator Room, 290 Goolsby Blvd, Deerfield Beach, FL 33442.	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: \$17,178.88	Total: \$17,178.88
1 2	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Caterpillar Generator, Model #C15, Serial #JRE09973, 328 KW, Coolant Capacity 6 Gallons. Location: West Water Plant, High Service Pump Room, 290 Goolsby Blvd, Deerfield Beach, FL 33442.	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: \$8,463.67	Total: \$8,463.67
1 3	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Caterpillar Generator, Model #C18, Serial #FST01654, 600 KW, Coolant Capacity 6 Gallons. Location: East Water Plant, 101 NW 2nd Avenue, Deerfield Beach, FL 33441.	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: \$9,666.77	Total: \$9,666.77
1 4	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Caterpillar Generator, Model #3208, Serial #30A07488, 200.5 KW, Coolant Capacity 6 Gallons. Location: Well 18, 458 Goolsby Blvd, Deerfield Beach, FL 33442.	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: \$5,798.58	Total: \$5,798.58
1 5	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Caterpillar Generator, Model #3208, Serial #30A07489, 200.5 KW, Coolant Capacity 6 Gallons. Location: Well 17, 994 S. Military Trail, Deerfield Beach, FL 33442.	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: \$5,979.77	Total: \$5,979.77
1 6	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on Caterpillar Generator, Model #C18, Serial #EST01066, 671 KW, Coolant Capacity 6 Gallons. Location: FA-2, 2450 SW 10th Street, Deerfield Beach, FL 33442.	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: \$9,666.77	Total: \$9,666.77
1 7	Annual Minor PM Service for (3) Quarters and Major PM Service for (1) Quarter on John Deere Generator, Model #6068HFG85, Serial #PE6068N014599, 200 KW, Coolant Capacity 6 Gallons. Location: Well 19, 786 Military Trail, Deerfield Beach, FL 33442.	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: \$6,104.86	Total: \$6,104.86
1 8	Package Header Emergency Repairs to Generators. Quantity: <u> 1 </u> UOM: <u>hr</u> Total: \$400.00 Package Items 18.1 Hourly cost for emergency repairs to generators during normal business hours, Monday - Friday, 8 a.m. - 5 p.m., excluding holidays. Quantity: <u> 1 </u> UOM: <u>hr</u> Price: \$160.00 Total: \$160.00 Supplier Notes: Mileage fees will apply 18.2 Hourly cost for emergency repairs to generators after normal business hours, including Evenings, Weekends and holidays. Quantity: <u> 1 </u> UOM: <u>hr</u> Price: \$240.00 Total: \$240.00 Supplier Notes: Mileage fees will apply			

Package Header

Generator Equipment.

Quantity: 1 UOM: hr Total: **Package Items****19.1** Offerors shall provide a Cost Plus Percentage Mark-up on new generator equipment.UOM: ea Total: Supplier Notes: **19.2** Offerors shall provide a Cost Plus Percentage Mark-up on parts.UOM: ea Total: Supplier Notes: **19.3** Offerors shall provide an Hourly Cost to install new generator equipment includes outside or inside of buildings.Quantity: 1 UOM: hr Price: Total: Supplier Notes: **19.4** Offerors shall provide an Hourly Cost to remove existing generator equipment includes outside or inside of buildings.Quantity: 1 UOM: hr Price: Total: Supplier Notes: **19.5** Offerors shall provide an Hourly Cost for crane or lift equipment to remove existing generator equipment and install new generator equipment.Quantity: 1 UOM: hr Price: Total: Supplier Notes: **Response Total: \$132,091.31**

ATTACHMENT “B”
ADDITIONAL TERMS AND CONDITIONS



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-572

Agenda Date: 4/6/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Consulting Agreement with Coastal Protection Engineering, LLC, and the Town of Hillsboro Beach for beach nourishment coastal engineering services for a three-year term with two additional one year renewal terms; approving a Work Authorization for Phase 1 Services in an amount not to exceed \$100,000 for the City's share of the cost; providing for execution; and providing for an effective date. *(Funds from Account #001-4553-539-3299 - Other Contractual Services)*

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the Deerfield Beach City Commission.

Fiscal Impact

Costs: Costs of the consultant for renourishment project consulting services will be based on the hourly rates in the Contract and the compensation in the applicable work authorization. The cost for the Phase I Services Work Authorization will be divided evenly between the City and the Town (NTE \$100,000 each) per the terms of the Settlement Agreement with the Town of Hillsboro Beach.

Account Name: Other Contractual Services

Account Number: 001-4553-539-3299

Background/History

The City of Deerfield Beach (the "City") and Town of Hillsboro Beach (the "Town") issued a Request for Qualifications #21-15-JW (the "RFQ") for Coastal Engineering Services (Beach Nourishment) (the "Services") in compliance with the City's procurement requirements. After advertisement in the Sun-Sentinel and sending notice of the solicitation to 183 prospective Offerors via the e-Procurement Marketplace, 11 vendors viewed the RFQ documents. On February 16, 2021 at 2:00 p.m., the Purchasing and Contract Administration Division unsealed three proposals that were timely received. The evaluation committee reviewed, scored, and ranked the three proposals in accordance with the weighted criteria stated in the RFQ. The evaluation committee concluded and was unanimous in their decision to make a recommendation to approve the ranking and award the RFQ to the most qualified, responsive and responsible proposer, Coastal Protection Engineering, LLC (the "Coastal Protection").

On March 18, 2021, the City Commission and Town Commission met in a joint public meeting to

discuss and approve the evaluation committee's ranking and authorize the City and Town Managers to negotiate with Coastal Protection for performance of the Services.

Current Activity

The City and Town Managers have negotiated an agreement with Coastal Protection for the Services on an as-needed basis for a three-year term, with two additional one-year renewal terms (the "Agreement"). Pursuant to the terms of the Agreement, the City desires to issue a work authorization to Coastal Protection for Phase I services (the "Work Authorization") in an amount not to exceed \$100,000 for the City's share of the Phase I Services costs.

Recommendation

Staff is recommending the City Commission approve and authorize execution of the Agreement with Coastal Protection Engineering, LLC, and approve and authorize execution of the Work Authorization.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE CONSULTING AGREEMENT WITH COASTAL PROTECTION ENGINEERING, LLC, AND THE TOWN OF HILLSBORO BEACH FOR BEACH NOURISHMENT COASTAL ENGINEERING SERVICES FOR A THREE-YEAR TERM WITH TWO ADDITIONAL ONE YEAR RENEWAL TERMS; APPROVING A WORK AUTHORIZATION FOR PHASE I SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000 FOR THE CITY'S SHARE OF THE COST; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the "City") and the Town of Hillsboro Beach (the "Town") jointly issued Request for Qualifications #21-15-JW (the "RFQ") for Beach Nourishment Coastal Engineering Services (the "Services"), which was advertised in the legal notices section of the Sun-Sentinel on January 15, 2021; and

WHEREAS, the evaluation committee members, consisting of staff from the City and Town, independently reviewed and scored the three proposals that were timely received in accordance with the weighted criteria stated in the RFQ prior to the first public evaluation committee meeting; and

WHEREAS, following the initial rankings, the evaluation committee held a public evaluation committee meeting and was unanimous in their decision to make a recommendation to approve the ranking and award the RFQ to the most qualified, responsive and responsible proposer, Coastal Protection Engineering, LLC ("Coastal Protection"); and

WHEREAS, on March 18, 2021, the City Commission and Town Commission held a joint public meeting, approved the evaluation committee's ranking and authorized the City and Town Managers to negotiate with Coastal Protection for performance of the Services; and

WHEREAS, the City and Town Managers have negotiated an agreement with Coastal Protection for the Services on an as-needed basis, attached as Exhibit "A," for a three-year term with two additional one-year renewal terms (the "Agreement"); and

WHEREAS, the Agreement provides that the total monthly amount to be invoiced by Coastal Protection for the Services shall be divided equally, with 50% of the amount invoiced to the CITY and 50% of the amount invoiced to the Town; and

WHEREAS, City staff and Town staff have discussed the commencement of the initial phase I consulting services for a beach nourishment project, in an amount not to exceed \$200,000 collectively between the City and the Town, to include coordination with other governmental agencies, holding pre-application meetings with state and federal agencies regarding regulatory approvals, evaluating options for transport of inlet sand, and

commencement of engineering design and permitting work for development of construction plans and specifications to implement the joint nourishment project (the “Phase I Services”); and

WHEREAS, the City desires to issue a work authorization to Coastal Protection under the terms of the Agreement in an amount not to exceed \$100,000 for the City’s share of the cost for Phase I Services (the “Work Authorization”); and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Agreement and the Work Authorization with Coastal Protection.

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 Coastal Protection and the Town for the Services.

Section 3. The Mayor and City Manager are hereby authorized to execute the Agreement with Coastal Protection and the Town, 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 City Commission hereby approves the Work Authorization with Coastal Protection for Phase I Services in an amount not to exceed \$100,000 for the City’s share of the Phase I Services cost.

Section 5. The Mayor and City Manager are hereby authorized to execute the Work Authorization with Coastal Protection, consistent with the terms of the Agreement, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 6. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

Section 7. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Memorandum

TO: Chad Grecsek, Director of Sustainable Management
Mac Serda, Town Manager, Town of Hillsboro Beach

FROM: Jeremin Worlds, Senior Buyer

THRU: Ivelsa Guzman, Purchasing Manager

DATE: March 5, 2021

RE: **Coastal Engineering Services (Beach Nourishment), RFQ #21-15-JW**

The Purchasing and Contract Administration Division issued a Request for Qualifications for Coastal Engineering Services (Beach Nourishment, RFQ #21-15-JW on behalf of the City of Deerfield Beach and the Town of Hillsboro Beach. This formal competitive solicitation process complies with the City of Deerfield Beach and the Town of Hillsboro Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The RFQ was advertised in the legal notices section of the Sun-Sentinel on January 15, 2021. The notice was also sent to one hundred and eighty-three (183) prospective Offeror's via the e-Procurement Marketplace.
- Eleven (11) vendors viewed the documents of the RFQ.
- On Tuesday, February 16, 2021 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed three (3) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the RFQ requirements.
- Subsequently, each member of the joint evaluation committee assigned by the City of Deerfield Beach City Manager and the Town of Hillsboro Beach Town Manager received their evaluation packages that consisted of: evaluation committee policies and procedures and the evaluation sheets.
- Each evaluation committee member independently reviewed and scored the three (3) proposals in accordance with the weighted criteria stated in the RFQ prior to the initial public evaluation committee meeting held on Tuesday, February 23, 2021 at 10:00 a.m. EST. The Evaluation Committee consisted of: Chad Grecsek, Director of Sustainable Management; Patrick Bardes, Coastal and Waterway Coordinator; Mac Serda, Town Manager, Town of Hillsboro Beach; Steve Mitchell, Chief Building Official, Town of Hillsboro Beach.

- The proposals were evaluated based on the following weighted criteria:

<u>Criteria</u>	<u>Weight</u>
Qualifications and Experience (Primary Firm & Sub Consultants)	3
Understanding of the Project's Objectives and Goals	3
History and Past Performances of Similar Projects including References	2
Financial Stability	2
Willingness to Meet Time and Budget Requirements	1
Certified Minority Business Enterprise	1

- The proposals were ranked (After Joint Committee Members Independent Review) as follows:

Ranking Chart	Chad Grecsek	Patrick Bardes	Mac Serda	Steve Mitchell	Total	Ranking
Coastal Protection Engineering LLC	103.95 / ¹	101.85 / ¹	121.8 / ¹	110.25 / ¹	4	1
APTIM Environmental & Infrastructure, LLC	99.75 / ²	94.5 / ²	98.7 / ²	109.9 / ²	8	2
Humiston & Moore Engineers	98.7 / ³	88.2 / ³	92.4 / ³	78.75 / ³	12	3

- Also, all Proposers provided evidence for the Disadvantage Business Enterprise Program stated in the RFQ documents.
- As required per City Ordinance Section 38-142, the evaluation scores for all Proposers were adjusted upward by five percent (5%). The adjusted evaluation scores are reflected in the above ranking chart.
- After the Joint Committee Members Discussion of the Proposals the scores were not changed.
- Following the rankings, the joint evaluation committee concluded and was unanimous in their decision to make a recommendation to the Joint City Commission to approve the ranking and allow City Deerfield Beach staff and the Town of Hillsboro Beach staff to negotiate a contract with Coastal Protection Engineering LLC. If negotiation is unsuccessful with Coastal Protection Engineering LLC., the City Deerfield Beach staff and the Town of Hillsboro Beach staff reserve the right to negotiation with the next ranking Proposer.
- Reference checks were conducted on Coastal Protection Engineering LLC, and revealed positive rating.
- 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, Coastal Protection Engineering LLC is the number one (1) ranked Offeror. Therefore, the Joint Evaluation Committee is recommending approval of the ranking with Coastal Protection Engineering LLC as the first ranked Proposer.

Please use this memorandum and all attachments as your backup to the City of Deerfield Beach City Manager and the Town of Hillsboro Beach Town Manager for the Joint Commission Meeting.

Att. Scope of Services

c: Patrick Bardes, Coastal & Waterway Coordinator
Steve Mitchell, Chief Building Official, Town of Hillsboro Beach.

SCOPE OF SERVICES

1. GENERAL INFORMATION

- a. For the purposes of this RFQ, the “Offeror” shall mean contractors, consultants, respondent, organizations, firms, or other persons submitting a response to this RFQ.

The “Successful Offerors” means the most qualified Offerors to whom the City begins negotiations.

The term “City” means the City of Deerfield Beach, a municipal corporation of the State of Florida.

The term “Town” means the Town of Hillsboro Beach, a municipal corporation of the State of Florida.

- b. This RFQ provides guidelines for the submission of qualifications in response to this solicitation for firms and individuals to provide the Scope of Services.
- c. The City and Town anticipate entering into a contract for the services with the most qualified Offeror(s) as determined jointly by the City and Town Commissions. The Offeror understands that this RFQ does not constitute an agreement or a contract with either entity. An official contract or agreement is not binding until the submission is reviewed and accepted by the City and Town Commissions and executed by all parties.
- d. Offeror hereby represents to the City and Town, with full knowledge that the City and Town are relying upon these representations when submitting a proposal, that Offeror has the professional expertise, appropriate permits and licenses, experience, and manpower to perform the services to be provided by the Successful Offerors.

2. SCOPE OF SERVICES

The City and Town are seeking qualified companies who will act on behalf of both municipalities in matters relating to the beach, coastal area, beach nourishment projects, including interacting with various governmental and regulatory organizations, advocating for issues on behalf of each, and monitoring issues, concerns and topics that may possibly affect both municipalities and their respective beaches. It is expected that the company(ies) will lead and guide both municipalities jointly through all aspects related to the management, reporting, and monitoring of the beach and related areas. This partnership will require the company to assume a leadership role by looking forward, and guiding the municipalities through all concerns likely to affect the regions’ marine and beach concerns. The company must be a proponent of regional sand management and have professional associations that will help keep each community aware of what other beach communities are adopting to address coastal challenges.

Additionally, the contractor(s) will be responsible for all aspects of future beach nourishment projects.

The beaches are located on the Atlantic coast in the City and the Town between Florida Department of Environmental Protection (“FDEP”) reference monument markers R1 – R12 in Broward County, FL.

Coastal Management Services may include, but will not be limited to:

- a. Design of coastal protection projects, including but not limited to, beach nourishment, storm protective and erosion control structures, and innovative technologies.
- b. Prepare construction cost estimates and assist in bidding processes, including pre- construction conferences. Procurement methods shall comply with Florida Statutes and applicable procurement guidelines.

- c. Perform construction management activities such as field observations, project oversight, construction progress meetings, contract administration, permit compliance, and monitoring for coastal projects.
- d. Provide permitting assistance for Broward County, State and Federal approval/authorization of coastal protection projects.
- e. Provide independent and impartial coastal engineering and environmental permitting consulting services on behalf of each jurisdiction.
- f. Perform coastal modeling for beach erosion, wave hydrodynamics, storm recession, shoreline change, and sediment transport, using the most advanced and diverse modeling suites available.
- g. Conduct and evaluate topographic and bathymetric surveying.
- h. Assist in establishing an Erosion Control Line ("ECL").
- i. Perform both offshore and upland sand search/geotechnical investigations.
- j. Perform biological monitoring of nearshore hardbottom and other marine resources as required based on environmental permits.
- k. Prepare construction cost estimates and assist in bidding processes, including pre- construction conferences.
- l. Develop or assist with annual FDEP and related funding requests on behalf of both parties.
- m. Provide public outreach assistance regarding coastal protection projects.
- n. Participate in City and Town Commission, Marine Advisory Board, and workshop meetings as deemed necessary by staff. The City and Town require the responsive firm to have locally available staff assigned to the contract from a local (tri-County) office.
- o. Assume responsibility of all aspects of a beach nourishment project related to erosion. Responsibilities will include design, procurement process, permit application/amendment, construction management, Federal Emergency Management Agency ("FEMA") reporting, FEMA claim tracking and reimbursement, and FEMA reporting and monitoring.
- p. Prepare and process funding requests from FEMA for Engineered Beaches and other entities. Assist the City and the Town with reimbursement requests and processing. Complete all funding (public assistance) requests, follow-up as needed, file reports and coordinate reimbursement.
- q. Provide emergency storm damage response.
- r. Provide capabilities for administering coastal data within Geographic Information Systems ("GIS")
- s. Perform all other coastal engineering, coastal resilience, environmental permitting/compliance duties, as deemed necessary by the City and Town.

Firms that have current contracts with adjacent (or nearby) municipalities and/or counties shall identify these contracts as indicated in the submission requirements.

CONSULTANT CONTRACT

This Consultant Contract (the "Contract") is entered into on this ____ day of _____, 2021, by and between the City of Deerfield Beach (the "CITY"), the Town of Hillsboro Beach (the "TOWN"), and Coastal Protection Engineering, LLC (the "CONSULTANT").

WITNESSETH:

WHEREAS, pursuant to RFQ # 21-15-JW (the "RFQ"), the CITY and TOWN accepted competitive proposals for Coastal Engineering Services for Beach Nourishment as further detailed in the RFQ (the "Services"); and

WHEREAS, the evaluation committee ranked the responsive proposals in accordance with the RFQ and determined that CONSULTANT was the most qualified, responsive and responsible proposer for the Services; and

WHEREAS, on March 18, 2021, the City Commission and Town Commission held a joint public meeting, approved the evaluation committee's ranking and authorized the City and Town Managers to negotiate with CONSULTANT for performance of the Services; and

WHEREAS, this Contract, the RFQ, the CONSULTANT's Response to the RFQ, and any Work Authorizations issued pursuant to the terms of this Contract constitute the entire Contract and describe the Services to be provided by CONSULTANT.

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I **INTRODUCTION AND SCOPE OF SERVICES**

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the RFQ, together with the CONSULTANT's response to the RFQ, attached as Exhibit "A," and any work authorizations issued under this Contract shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the scope of services in the RFQ is a description of CONSULTANT's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONSULTANT impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONSULTANT shall be bound by the terms and conditions as set forth in the RFQ and the CONSULTANT'S Response to the RFQ. When the terms and conditions of this Contract may be read as consistent with the RFQ, then and in that respect, the terms of both the RFQ and this Contract shall be read as being consistent and shall be binding on the parties. Where terms and conditions of this Contract contradict anything as set forth in the RFQ or the response to the RFQ, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4** This is a non-exclusive contract. The CITY or TOWN may, in their sole and absolute discretion, utilize other parties to provide any of the services listed in the RFQ, or any aspect of the Services if the CITY or TOWN deem it to be in the best interest of the CITY and TOWN.
- 1.5** CONSULTANT acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1** The initial contract term shall be three (3) years and shall commence upon final execution of the Contract by the CITY and TOWN, with the option to renew the Contract for two (2) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, the parties agree to the renewal, and such renewal is approved by both the City Manager and Town Manager as set forth in the RFQ.
- 2.2** In the event services are scheduled to end because of the expiration of the Contract, the CONSULTANT shall continue to provide the Services upon the request of the City Manager and Town Manager or their designees. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing Contract. The CONSULTANT shall be compensated for the Services at the rates in effect when this extension clause is invoked by the CITY and TOWN.
- 2.3** Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

SCOPE OF SERVICES

CONSULTANT's services shall consist of the services set forth in the Scope of Services, attached hereto and incorporated herein as Exhibit "A" (the "Services"), and as further delineated in the RFQ. CONSULTANT shall provide the Services as set forth in Exhibit "A" including all necessary, incidental, and related activities and services.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

- 4.1** The CITY and TOWN shall compensate the CONSULTANT for the Services based on the hourly rates in the attached as Exhibit "B," and the compensation provided for in the applicable Work Authorization, which amounts shall be accepted by CONSULTANT as full compensation for all such work. It is acknowledged and agreed by CONSULTANT that this amount is the maximum payable and constitutes a limitation upon CITY's and TOWN's obligation to compensate CONSULTANT for the Services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONSULTANT's obligation to perform all items of work required by or which can be reasonably inferred from the Contract. No amount shall be paid to CONSULTANT to reimburse its expenses, unless authorized in this Contract.

- 4.2** CONSULTANT shall submit invoices for compensation on a monthly basis to the CITY and the TOWN for work that has been completed. The total monthly amount to be invoiced by CONSULTANT shall be divided equally with 50% of the monthly amount on the CITY invoice and 50% of the monthly amount on the TOWN invoice. CONSULTANT shall submit with each invoice a Certification of Payments to Suppliers and subconsultants, if subconsultants are used and allowed by the Contract. The CITY shall not be responsible for payment of monthly amounts invoiced to the TOWN, and the TOWN shall not be responsible for payment of monthly amounts invoiced to the CITY.
- 4.3** To be deemed proper, all invoices must comply with the requirements set forth in this Contract and must be submitted on the form and pursuant to instructions prescribed by the Contract. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Contract.
- 4.4** The CONSULTANT and the CITY and TOWN shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.
- 4.5** Notwithstanding any provision of this Contract to the contrary, CITY or TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Contract. The amount withheld shall not be subject to payment of interest by CITY or TOWN.
- 4.6** Payment will be made to CONSULTANT at:
- Coastal Protection Engineering, LLC

ARTICLE 5

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

CITY and TOWN may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Contract. Such changes must be made in writing and executed by the CITY, TOWN and CONSULTANT. CITY and TOWN shall compensate CONSULTANT for such additional services on the basis provided for in the applicable Work Authorization.

ARTICLE 6

CITY'S AND TOWN'S RESPONSIBILITIES

- 6.1** CITY and TOWN shall assist CONSULTANT by placing at CONSULTANT's disposal all information CITY and TOWN has reasonably available pertinent to the Services, including previous reports and any other data relative to the Services.
- 6.2** CITY and TOWN shall arrange for access to, and make all reasonable provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform the Services.

ARTICLE 7
TERMINATION OR SUSPENSION

- 7.1** This Contract may be terminated for convenience by the CITY and TOWN, jointly. Termination for convenience by the CITY and TOWN shall be effective on the termination date stated in written notice provided by CITY and TOWN, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager and Town Manager, jointly, upon such notice as the City Manager and Town Manager deem appropriate under the circumstances in the event the City Manager and Town Manager both determine that termination is necessary to protect the public health or safety. The parties agree that if the CITY and TOWN 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.
- 7.2** This Contract may be terminated for cause for reasons including, but not limited to, CONSULTANT's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.
- 7.3** Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager and Town Manager, in the event the City Manager and Town Manager deem 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 Contract.
- 7.4** In the event this Contract is terminated for convenience, CONSULTANT shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY and TOWN, the receipt and adequacy of which are hereby acknowledged by CONSULTANT, for CITY's and TOWN's right to terminate this Contract for convenience.
- 7.5** In the event this Contract is terminated for any reason, any amounts due CONSULTANT shall be withheld by CITY and TOWN until all documents are provided to CITY and/or TOWN pursuant to Section 10.2 and 10.3 of Article 10.
- 7.6** If CONSULTANT is in violation of any of the terms and conditions of this Contract at any time during the term of this Contract, including any option terms, the CITY and TOWN shall have the right to suspend the CONSULTANT until the violation is resolved to the satisfaction of the CITY and TOWN. If the violation is not promptly resolved or is of such serious nature that the CITY and TOWN determine that suspension is not adequate, the CITY and TOWN reserve the right to terminate for cause.
- 7.6.1** In the event the CONTRACT is terminated, the CITY and TOWN may assign the contract to another CONSULTANT, or seek a new CONSULTANT, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 8

INSURANCE

- 8.1** To ensure the indemnification obligation contained in Section 10.7 of this Contract, CONSULTANT shall provide, pay for and maintain in force at all times during the services to be performed, Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance and Employer's Liability Insurance as set forth below.
- 8.2** Such policy or policies shall be without any deductible amount unless otherwise noted in this Article and shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall specifically protect CITY and TOWN and the City and Town Commissions by naming CITY and TOWN and the City and Town Commissions as additional insured under the Comprehensive General/Commercial Liability Insurance policy and business automobile liability insurance hereinafter described as well as on any Excess Liability Policy coverage.
- 8.2.1** Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis to be no less than One Million Dollars (\$1,000,000.00) per occurrence with a combined single limit of two million dollars (\$2,000,000.00) per occurrence with deductible per claim not to exceed ten percent (10%) of the limit of liability. **CONSULTANT shall notify CITY and TOWN in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy.**
- 8.2.2** Errors and Omissions Liability insurance with minimum coverage limits of \$1,000,000.00 each occurrence. Consultant acknowledges that the CITY and TOWN are relying on the competence of the CONSULTANT to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to CONSULTANT's negligent errors and omissions, CONSULTANT shall promptly rectify them at no cost to CITY or TOWN and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.
- 8.2.3** Workers' Compensation Insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, the Workers' Compensation Law, of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include Employers' Liability with a limit of One Million Dollars (\$1,000,000.00) each accident.
- 8.2.4** Comprehensive or Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or Operations.
Independent Contractors.

Products and/or completed operations for contracts,
Broad Form Property Damage.

Broad Form Contractual Coverage applicable to this specific Contract.

Personal Injury Coverage with Employee and Contractual Exclusions removed
with minimum limits of coverage equal to those required for Bodily Injury Liability
and Property Damage Liability.

- 8.2.5** Business Automobile Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles, if applicable.

Hired and non-owned vehicles, if applicable.

Employers' non-ownership, if applicable.

- 8.3** CONSULTANT shall provide to CITY and TOWN certificates of insurance within fifteen (15) days after notification of award of the contract reflecting the coverage provided herein. CONSULTANT shall provide to CITY and TOWN a Certificate of Insurance or a copy of all insurance policies required by this Article. CITY and TOWN reserve the right to require a certified copy of such policies upon request. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is completed. All certificates and endorsements required herein shall state that CITY and TOWN shall be given thirty (30) days' notice prior to expiration or cancellation and/or restriction of the policy. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration. CONSULTANT's failure to provide to CITY and TOWN the Certificates of Insurance within fifteen (15) calendar days shall be the basis for the termination of the Contract.
- 8.4** CITY and TOWN reserve the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage.
- 8.5** CITY and TOWN are to be expressly included as an Additional Insured with respect to general liability and excess liability coverages arising out of operations performed for the CITY and TOWN by or on behalf of CONSULTANT or acts or omissions of CONSULTANT in connection with general supervision of such operation. If CONSULTANT uses a subcontractor, then CONSULTANT shall ensure that subcontractor names CITY and TOWN as an additional insured.
- 8.6** Notice of Cancellation and/or Restriction--The policy(ies) must be endorsed to provide CITY and TOWN with at least thirty (30) days' notice of cancellation and/or restriction.

ARTICLE 9
EEO AND SDBE COMPLIANCE

9.1 Non-discrimination, Equal Employment Opportunity, and Americans with Disabilities Act

No party to this Contract may discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONSULTANT shall include the foregoing or similar language in its contracts with any subcontractors or Sub-consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY and TOWN deem appropriate.

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY and TOWN, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Contract, CONSULTANT represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). CITY and TOWN hereby materially rely on such representation in entering into this Contract. An untrue representation of the foregoing shall entitle CITY and TOWN to terminate this Contract and recover from CONSULTANT all monies paid by CITY and TOWN pursuant to this Contract.

ARTICLE 10
MISCELLANEOUS

10.1 Ownership of Documents

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by CONSULTANT in connection with this Contract shall become the property of CITY and/or TOWN, whether the Project for which they are made is completed or not and shall be delivered by CONSULTANT to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, CITY and/or TOWN may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section.

10.2 Audit Right and Retention of Records

10.2.1 CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project,

including, without limitation, complete and correct records of payments to each of its Sub-consultants and subcontractors. For each Sub-consultant and subcontractor, the books, records, and accounts shall reflect each payment to the Sub-consultant or subcontractor and the cumulative total of the payments made to the Sub-consultant or subcontractor. CITY and/or TOWN shall have the right to audit the books, records, and accounts of CONSULTANT and its Sub-consultants and subcontractors that are related to this Project. All books, records, and accounts of CONSULTANT and its Sub-consultants and 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, CONSULTANT or its Sub-consultants and subcontractors, as applicable, shall make same available at no cost to CITY and/or TOWN in written form.

10.2.2 CONSULTANT and its Sub-consultants and subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY and/or TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY and/or TOWN to be applicable to CONSULTANT's and its Sub-consultants and subcontractors' records, CONSULTANT and its Sub-consultants and subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT or its Sub-consultants and subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's and TOWN's disallowance and recovery of any payment upon such entry.

10.2.3 CONSULTANT shall, by written contract, require its Sub-consultants and subcontractors to agree to the requirements and obligations of this Article 10.2.

10.3 Public Records

CONSULTANT agrees to keep and maintain public records in CONSULTANT's possession or control in connection with CONSULTANT's performance under this Contract. CONSULTANT additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

10.3.1 CONSULTANT shall 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, and following completion of the Contract until the records are transferred to CITY and TOWN.

10.3.2 Upon request from CITY or TOWN'S custodian of public records, CONSULTANT shall provide CITY or TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise

provided by law.

10.3.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY and TOWN.

10.3.4 Upon completion of this Contract, transfer, at no cost, to the CITY and TOWN all public records in possession of CONSULTANT or keep and maintain public records required by CITY and TOWN to perform the Services. If CONSULTANT transfers all public records to CITY and TOWN upon completion of this Contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by CONSULTANT shall be delivered to CITY, upon request from the CITY'S or TOWN'S Custodian of Records, in a format that is compatible with the CITY'S and TOWN'S information technology systems.

10.3.5 Any compensation due to CONSULTANT shall be withheld until all records are received as provided herein.

10.3.6 CONSULTANT'S failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by CITY.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

City Custodian of Public Records: SAMANTHA GILLYARD, CITY CLERK

Mailing address: 150 N.E. 2ND AVE.,
DEERFIELD BEACH, FL 33441

Telephone number: 954-480-4213

Email: WEB.CLERK@DEERFIELD-BEACH.COM

Town Custodian of Public Records: SHERRY D. HENDERSON, TOWN CLERK

Mailing address: 1210 HILLSBORO MILE,
HILLSBORO BEACH, FL 33062

Telephone number: 954-427-4011

Email: SHENDERSON@TOWNOFHILLSBOROBEACH.COM

10.4 Scrutinized Companies

10.4.1 CONSULTANT certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY and TOWN may immediately terminate this Contract at its sole option if the

CONSULTANT or its subconsultants are found to have submitted a false certification; or if CONSULTANT, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

10.4.2 If this Contract is for more than one million dollars, CONSULTANT certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CITY and TOWN may immediately terminate this Contract at its sole option if CONSULTANT, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONSULTANT, its affiliates, or its subconsultants 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 Contract.

10.4.3 CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

10.4.4 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.

10.5 Public Entity Crime Act

10.5.1 CONSULTANT represents that the execution of this Contract will not violate Section 287.133, Florida Statutes, the Public Entity Crimes Act, which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY or TOWN, may not submit a bid on a contract with CITY and TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY or TOWN, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY or TOWN, and may not transact any business with CITY or TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Article shall result in termination of this Contract and recovery of all monies paid hereto.

10.5.2 In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

10.6 Subconsultants

CONSULTANT shall utilize the Sub-consultants identified in the Exhibit "C" - Schedule of Sub-Consultant Participation that were a material part of the selection of CONSULTANT to provide the services for this Contract. CONSULTANT shall obtain written approval of Contract Administrator, which may be withheld in the sole discretion of the CITY or TOWN, prior to using any Sub-consultant(s) that are not set forth in Exhibit "C". The list of Sub-consultants is provided on Exhibit "C" Schedule of Sub-consultant Participation, as attached hereto and made a part hereof.

10.7 Assignment and Performance

10.7.1 Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party and CONSULTANT shall not subcontract any portion of the work required by this Contract except as authorized pursuant to Article 10.6. CITY and TOWN shall have the right to terminate this Contract, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance, of this Contract or any right or interest herein by CONSULTANT without CITY's and TOWN's written consent.

10.7.2 CONSULTANT represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's and TOWN's satisfaction for the agreed compensation.

10.7.3 CONSULTANT shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY and TOWN shall be comparable to the best local and national standards.

10.8 Indemnification of City and Town

CONSULTANT shall indemnify and hold harmless CITY and TOWN, and their officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONSULTANT, or other persons employed or utilized by CONSULTANT in the performance of this Contract. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by Contract Administrator and City Manager and Town Manager, any sums due CONSULTANT under this Contract may be retained by CITY and TOWN until all of CITY's and TOWN's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY or TOWN. Nothing in this Agreement shall be deemed or treated as a waiver by the CITY or TOWN of any immunity or protections to which they are entitled by law, including but not limited to the CITY'S and TOWN'S sovereign immunity as set forth in Section 768.28, Florida Statutes.

10.9 Representative of City, Town and Consultant

10.9.1 The parties recognize that questions in the day-to-day conduct of any Services performed under this Contract will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CITY or TOWN employees to whom all communications pertaining to the day-to-day conduct of the Services shall be addressed.

10.9.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Services under this Contract shall be addressed.

10.10 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

10.11 Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY'S and TOWN'S Signator and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

10.12 Notices

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Article. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:

_____, Contract Administrator

AND

David Santucci, City Manager
150 NE 2nd Avenue
Deerfield Beach, FL 33441
Phone: 954-480-4263
Email: dsantucci@deerfield-beach.com

FOR TOWN:

_____, Contract Administrator

AND

William "Mac" Serda, Town Manager
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062
Phone: 954-427-4011
Email: mserda@townofhillsborobeach.com

FOR CONSULTANT:

10.13 Truth-In-Negotiation Certificate

Signature of this Contract by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which CITY and TOWN determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Contract.

10.14 Interpretation

The language of this Contract has been agreed to by the parties to express their mutual intent and no rule of strict construction shall be applied against any party hereto. The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. All personal pronouns used in this Contract 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 Contract as a whole and not to any particular sentence, paragraph, or Article where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Contract, such reference is to the Section or Article as a whole, including all of the subsections of such Article, unless

the reference is made to a particular subsection or subparagraph of such Section or Article.

10.15 Consultant's Staff

10.15.1CONSULTANT will provide the key staff identified in their proposal for Project as long as said key staff are in CONSULTANT's employment.

10.15.2CONSULTANT shall obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

10.15.3If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

10.16 Independent Contractor: CONSULTANT is an independent contractor under this Contract. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT and any of its subcontractors or agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of CITY or TOWN.

10.17 Third Party Beneficiaries: Neither CONSULTANT nor CITY nor TOWN intend to directly or substantially benefit a third party by this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract.

10.18 Conflicts:

10.18.1Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Contract.

10.18.2CONSULTANT agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against CITY or TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or TOWN or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

10.18.3 In the event CONSULTANT is permitted to utilize subcontractors to perform any services required by this Contract, CONSULTANT agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

10.19 Contingency Fee: CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, Board shall have the right to terminate this Contract without liability at its discretion, or to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.20 Materiality and Waiver of Breach

10.20.1 CITY, TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

10.20.2 CITY'S or TOWN'S failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

10.21 Compliance with Laws: CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Contract.

10.22 Severance: In the event this Contract or a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY and TOWN or CONSULTANT elect to terminate this Contract. The election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

10.23 Joint Preparation: Preparation of this Contract has been a combined effort of CITY, TOWN and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

10.24 Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Contract by reference and a term, statement, requirement, or provision of this Contract, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Contract shall prevail and be given effect.

10.25 Law, Jurisdiction, Venue, Waiver of Jury Trial: This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONSULTANT AND CITY AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

10.26 Incorporation By Reference: The attached Exhibits are incorporated into and made a part of this Contract.

10.27 Re-Use of Work Product:

10.27.1 CITY and TOWN may, at their option, re-use (in whole or in part) the end-product or deliverables resulting from CONSULTANT's professional services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A, Scope of Services); and CONSULTANT agrees to such re-use in accordance with this provision.

10.28 Representation of Authority: Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full and legal authority.

10.29 Multiple Originals: Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

10.30 Notwithstanding anything to the contrary set forth herein, CONSULTANT shall comply with the following federally required standard provisions, and all applicable federally required standard provisions as set forth in 2 C.F.R. Sec. 200.326. In the event of any conflicts, the provisions of this section shall prevail. A breach of any of the below provisions or any applicable provisions of 2 CFR 200.326 may be grounds for termination of this Agreement, or for debarment of the CONSULTANT.

10.30.1 Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). TOWN and CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act

(1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The CONSULTANT agrees to report each violation to TOWN and CITY and understands and agrees that the TOWN and CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The CONSULTANT agrees to report each violation to the TOWN and CITY and understands and agrees that the TOWN and CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10.30.2. Byrd Anti-Lobbying Amendment. 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

10.30.3 CONSULTANT shall assist TOWN and CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

10.30.4 If reimbursement is denied to TOWN or CITY (individually or collectively the "Non-Reimbursed Party") due to CONSULTANT's negligence, CONSULTANT upon notification from FEMA, or any other agency of such denial and upon written demand by the Non-Reimbursed Party, shall reimburse the Non-Reimbursed Party for amounts denied due to CONSULTANT's negligence. This obligation shall survive the term or termination of this Agreement.

CONSULTANT CONTRACT

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: CITY OF DEERFIELD BEACH through the City Commission signing by and through the Mayor, authorized to execute same by Commission action on the _____ day of _____, 20____, and the TOWN OF HILLSBORO BEACH, through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 20____, and CONSULTANT signing by and through _____, authorized to execute same on the _____ day of _____, 20__.

CITY

Witnesses:

CITY OF DEERFIELD BEACH

BY _____
BILL GANZ, MAYOR
____ day of _____, 2021.

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

APPROVED AS TO FORM:

ANTHONY SOROKA, CITY ATTORNEY

TOWN

Witnesses:

TOWN OF HILLSBORO BEACH

BY _____
DEBORAH L. TARRANT, MAYOR
____ day of _____, 2021.

ATTEST:

SHERRY D. HENDERSON, TOWN CLERK

APPROVED AS TO FORM:

DJ DOODY, TOWN ATTORNEY

CONSULTANT

ATTEST:

(Please Type Name of Consultant/Firm)

Secretary

By _____
President/Vice President

(Please Type Name of Secretary)

(Please Type Name of President/Vice President)

CORPORATE SEAL

____ day of _____, 20____.

EXHIBIT "A"
RFQ/CONSULTANT'S RESPONSE/SCOPE OF WORK

EXHIBIT "B"
HOURLY RATE SCHEDULE



**COASTAL PROTECTION
ENGINEERING**
5301 N. FEDERAL HWY, SUITE 335
BOCA RATON, FL 33487
561-565-5100

Rate Schedule for RFQ 21-15-JW
Coastal Protection Engineering LLC
March 2021

I. Labor Rates

Labor Classification

Principal Engineer	\$256.00
Principal Coastal Scientist.....	\$256.00
Program Manager	\$180.00
Project Manager	\$166.00
Senior Coastal Engineer	\$166.00
Senior Marine Geologist	\$166.00
Senior Coastal Scientist	\$163.00
Senior Marine Biologist	\$152.00
Coastal Engineer	\$125.00
Coastal Modeler	\$110.00
Junior Coastal Engineer	\$100.00
Junior Coastal Scientist	\$95.00
CAD / GIS Operator	\$90.00
Engineering Intern / Technician	\$72.00

II. Reimbursable Costs*

Cost Classification

Mileage	\$0.575/ mile
SCUBA Diving.....	\$60/diver/ day
Equipment.....	Per Purchase Order
Direct Costs.....	Per Purchase Order
Sub-Consultants.....	10% of Cost

**Subject to terms and conditions of Contract and applicable Work Authorization and the following specific exclusions:*

- 1. Travel costs within Broward County to project sites and client offices.*
- 2. Incidental costs for set-up and hosting of conference call or virtual meetings.*
- 3. Miscellaneous contract administration costs such as task order development and negotiations.*

NEGOTIATED RATES HEREON ARE SOLELY APPLICABLE TO THE REFERENCED CONTRACT AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE.

EXHIBIT "C"
SCHEDULE OF SUBCONSULTANT PARTICIPATION

No.	Firm Name	Discipline(s)
1.		
2		
3		
4		
5.		
6.		
7		
8		
9.		
10.		

WORK AUTHORIZATION

BETWEEN

**THE CITY OF DEERFIELD BEACH,
THE TOWN OF HILLSBORO BEACH**

AND

COASTAL PROTECTION ENGINEERING, LLC

FOR PHASE I SERVICES

This Work Authorization (the "Work Authorization") is entered into this ____ day of _____, 2021, by and between City of Deerfield Beach, Florida, with its principal business address located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441, hereinafter referred to as "City", the Town of Hillsboro Beach, Florida, with its principal business address located 1210 Hillsboro Mile, Hillsboro Beach, FL 33062, hereinafter referred to as "Town",

AND

Coastal Protection Engineering, LLC, a Florida limited liability company with its business address located at 5301 N. Federal Highway, Suite 335, Boca Raton, FL 33487, hereinafter referred to as "Consultant".

WHEREAS, Consultant is a pre-qualified Consultant of the City and Town pursuant to RFQ No. 21-15-JW and the Continuing Contract between the City, Town and Consultant, dated _____ (the "Continuing Contract"); and

WHEREAS, the City, the Town and the Consultant desire to enter into this Work Authorization to provide for the Consultant to perform certain professional services in accordance with the terms and conditions of the Continuing Contract and this Work Authorization.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City, Town and Consultant agree as follows:

SECTION 1 **SCOPE OF SERVICES**

1. Consultant agrees to perform certain professional services for the City and Town, as specifically described in the scope of services attached as Exhibit "A" to this Work Authorization, which by this reference is incorporated into this Work Authorization in its entirety, (the "Services") during the Term and within the timeline provided for in this Work Authorization.

SECTION 2
COMPENSATION

2. In consideration for the Services to be performed by Consultant, the City and Town agree to pay Consultant in an amount not-to-exceed **\$200,000** as further detailed in Exhibit "A". Compensation due to the Consultant shall be invoiced and payable as provided in the Continuing Contract. In the event of City's and Town's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 4, City and Town shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's and Town's termination of this Work Authorization.

SECTION 3
TERM OF WORK AUTHORIZATION

3. The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect for _____ (the "Term"), unless terminated earlier pursuant to Section 4 of this Work Authorization. The City and Town retain the option to renew this Work Authorization for _____ additional one-year renewal period(s) upon thirty days' prior written notice to Consultant.

SECTION 4
TERMINATION OF WORK AUTHORIZATION

4. City and Town may terminate this Work Authorization for convenience by giving the Consultant thirty (30) days advance written notice. The termination of this Work Authorization shall not relieve any party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 5
CONTINUING CONTRACT TERMS AND CONDITIONS

5. The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City, Town and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 6
INDEPENDENT CONSULTANT

6. Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City or Town. Personnel policies, tax responsibilities, social security, health insurance,

employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's and Town's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7

INDEMNIFICATION / HOLD HARMLESS CLAUSE

7. In Consultant's performance of Services under this Work Authorization, Consultant shall indemnify, defend and hold harmless the City and Town, and the respective officers, employees, agents and instrumentalities, to the full extent provided for in the Continuing Contract.

SECTION 8

INSURANCE AND BONDING

- 8.1 Consultant shall procure and maintain insurance in accordance with the insurance requirements set forth in the Continuing Contract.
- 8.2 This Work Authorization shall not be deemed approved until the Consultant has obtained all insurance required under the Continuing Contract and has supplied the City and Town with evidence of such coverage in the form of a Certificate of Insurance and endorsement.

SECTION 9

NON-APPROPRIATION OF FUNDS

9. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City and Town, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City and Town.

SECTION 10

MISCELLANEOUS

10. Consultant shall, without additional expense to the City or Town, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 11

AUDIT AND INSPECTION RIGHTS

- 11.1 The City and Town may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of

Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.

- 11.2 The City and Town may, at reasonable times during the term hereof, perform such inspections, as the City and Town deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization and the Continuing Contract. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's and Town's representatives.

SECTION 12 **AMENDMENTS AND ASSIGNMENT**

- 12.1 This Work Authorization together with the Continuing Contract constitutes the entire agreement between Consultant, City and Town and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 5. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 12.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 12.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City and Town, which may be withheld or conditioned in the City's and Town's sole discretion.

SECTION 13 **NOTICES**

13. Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Article 10.12 of the Continuing Contract.

SECTION 14 **GOVERNING LAW AND VENUE**

14. This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 15

**HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS**

15. Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

**SECTION 16
NON-DISCRIMINATION**

16. Consultant represents and warrants to the City and the Town that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

**SECTION 17
PUBLIC RECORDS**

17. Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City and Town contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and Town and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City and Town.

**SECTION 18
SEVERABILITY**

18. If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 19

SURVIVAL

19. All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 20 **JOINT PREPARATION**

20. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH, THE
TOWN OF HILLSBORO BEACH AND COASTAL PROTECTION ENGINEERING,
LLC FOR PROFESSIONAL SERVICES**

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

CITY

CITY OF DEERFIELD BEACH

By:_____

This ____day of _____, 2021.

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

Anthony Soroka, City Attorney

TOWN

THE TOWN OF HILLSBORO BEACH

By:_____

This ____day of _____, 2021.

Approved as to form and legal sufficiency
for the use of and reliance by the Town of
Hillsboro Beach only:

Donald J. Doody, Town Attorney

CONSULTANT

COASTAL PROTECTION
ENGINEERING, LLC, a Florida
corporation

By: _____
Name: _____
Title: _____

This ____ day of _____, 2021.

EXHIBIT A

SCOPE OF SERVICES

The scope of services offered by CPE in the RFQ response has been organized in a programmatic fashion that aligns with the Settlement Agreement. Program objectives, goals, and priorities have been formulated into a short-term, mid-term, and long-term approach, which has been discussed collectively by CPE and City/Town staff as summarized conceptually below. The requested funding is needed to commence work on the following elements:

- Coordination with the City of Boca Raton and the FDEP inlet management staff to seek consensus and codify support.
- Hold pre-application meetings with state and federal agencies to identify the most efficient path to regulatory approval.
- Evaluate the options for transport of inlet sand and identify any outlying issues (upland property, logistics, regulatory, etc.) that need to be vetted and addressed.
- Move forward with engineering design and permitting work for development of construction plans and specifications to implement the joint renourishment project.

Simultaneously, CPE is prepared to assist the City and Town with continued planning for a regional approach to implementing the Settlement Agreement with review of additional potential sand sources, development of supporting coastal engineering assessments, collection of beach and bathymetry surveys, evaluation of environmental requirements, and seeking external funding opportunities.

More specific scopes of work and fee proposals will be negotiated on a task order basis up to the limit of funding approved by the City and Town Commissions.

Rate Category	Standard Rate	Adjustment	Negotiated Rate	% Difference
Principal Engineer	\$285.00	-\$29.00	\$256.00	-10.2%
Principal Coastal Scientist	\$285.00	-\$29.00	\$256.00	-10.2%
Program Manager	\$200.00	-\$20.00	\$180.00	-10.0%
Project Manager	\$184.00	-\$18.00	\$166.00	-9.8%
Senior Coastal Engineer	\$184.00	-\$18.00	\$166.00	-9.8%
Senior Marine Geologist	\$184.00	-\$18.00	\$166.00	-9.8%
Senior Coastal Scientist	\$181.00	-\$18.00	\$163.00	-9.9%
Senior Marine Biologist	\$159.00	-\$7.00	\$152.00	-4.4%
Coastal Engineer	\$130.00	-\$5.00	\$125.00	-3.8%
Coastal Modeler	\$115.00	-\$5.00	\$110.00	-4.3%
Junior Coastal Engineer	\$105.00	-\$5.00	\$100.00	-4.8%
Jr. Coastal Scientist	\$100.00	-\$5.00	\$95.00	-5.0%
CAD/GIS Operator	\$95.00	-\$5.00	\$90.00	-5.3%
Engineering Intern / Tech	\$75.00	-\$3.00	\$72.00	-4.0%



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-564

Agenda Date: 4/6/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the purchase of a front load collection truck from Scranton Manufacturing Company, Inc. d/b/a New Way Trucks in the amount of \$238,857, utilizing Sourcewell Cooperative Contract #091219-NWY; providing for execution and an effective date. *(Funds from Account #450-4551-534-60-41 - Automotive Equipment)*

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$238,857

Account Name: Automotive Equipment

Account Number: 450-4551-534-60-41

Background/History

Due to the unexpected loss of a front end unit to a fire last spring and the inability to replace it in the FY 21 budget, there has been an impact in service causing the City to modify normal routes and collection days. These issues are compounded with our mechanic shortages and heavier residential volumes that we are seeing program wide since the start of the pandemic. Staff is currently renting a truck at \$8,000 per month to help address the equipment challenges.

Current Activity

Through the City staff's existing relationships with various truck vendors, staff was made aware of a front end unit that is currently available and would help to alleviate some of our current challenges. This unit from New Way trucks was part of a cancelled order from another customer. The unit costs \$238,857, which is approximately 20% or \$65,000 less than what a new comparable unit would cost (\$305,000). This unit could be delivered to us within 2 weeks as opposed to the 9-12 month delivery timeframe a new order would typically take to arrive.

Pursuant to Section 38-133(1)(j) of the City's Procurement Code, the City is authorized to utilize/piggyback contracts of other governmental entities and public procurement units. Staff has determined that the most cost effective and operationally efficient method of procurement for a new front load collection truck is to purchase one utilizing the Sourcewell Contract Solicitation Number RFP #031219 (the "Sourcewell Contract"). The quote from Sourcewell for the truck provided by New Way, is attached.

Although the unit is not configured to our typical specifications (diesel and not CNG, and is Mack vs Autocar chassis) the cost savings and reduced delivery times coupled with our ongoing challenges referenced above makes this an opportunity staff is recommending the City move forward with.

This purchase is unbudgeted; however, the Department has adequate funds available in other line items to cover the cost of this purchase.

Recommendation

Staff is recommending approval.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE PURCHASE OF A FRONT LOAD COLLECTION TRUCK FROM SCRANTON MANUFACTURING COMPANY, INC. D/B/A NEW WAY TRUCKS IN THE AMOUNT OF \$238,857, UTILIZING SOURCEWELL COOPERATIVE CONTRACT #091219-NWY; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, due to the unexpected loss of a front end unit to a fire last spring and the inability to replace it in the FY 21 budget, there has been an impact in service causing the City to modify normal routes and collection days; and

WHEREAS, pursuant to Section 38-133(1)(j) of the City's Procurement Code, the City is authorized to utilize/piggyback contracts of other governmental entities and public procurement units; and

WHEREAS, staff has determined that the most cost effective and operationally efficient method of procurement for a new front load collection truck is to purchase one utilizing Sourcewell Contract #091219-NWY (the "Sourcewell Contract"); and

WHEREAS, staff has confirmed that the Sourcewell Contract is effective; and

WHEREAS, staff recommends that the City Commission approve the purchase of a front load collection truck from Scranton Manufacturing Company, Inc., d/b/a New Way Trucks ("New Way") utilizing the Sourcewell Contract in the amount of \$238,857 (the "Truck Purchase").

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 Truck Purchase from New Way in the amount of \$238,857.

Section 3. The City Manager is authorized to execute the Truck Purchase with New Way, consistent with the terms of the Sourcewell Contract, together with such additional terms and conditions that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Driving The Difference.

Chad Grecsek
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441
cgrecsek@deerfield-beach.com

3/17/2021

EQUIPMENT LIST & SOURCEWELL PRICING
Sourcewell Contract #091219-NWY

New Mammoth 40 Yard Eject Front Loader with Air Controls and all standard features plus the following options:

Light Weight Service Hoist

Front mount Vane Pump

LED High Intensity Work lights (2 lights in Hopper and 1 on canopy)

Strobe light package (Integrated strobe system with turn signals- 2 round lights mounted in upper tailgate

Strobe light package (Integrated strobe system with turn signals- 2 round lights mounted in lower tailgate

20 lb. fire extinguisher

Two camera system with 7" color flat screen monitor with center tailgate camera and bulkhead camera

Hour meter on PTO

Quick disconnect pressure gauge

Front fork thickness 1 1/2" 100k steel with 44" usable bumper to hook

Shovel/ broom rack mounted on back side of front bulkhead screen

Steel toolbox 18" x 18" x 36"

2020 New Way 40 cubic yard FEL Body on a 2020 Mack Terrapro 64R chassis:

\$107,018.25 New Way Body Price - 4% Sourcewell Contract discount

\$138,857.00 Mack chassis price – Sourced Good

\$3500.00 Freight

\$-10,518.25 Municipal Discount

\$238,857.00 Total delivered Cost to City of Deerfield Beach

Delivery: In Stock, allow 1 working week from Receipt of Order for Transport

K. Beugger

Ken Beugger
Scranton Mfg./New Way Trucks
kbeugger@newwaytrucks.com
336-209-4995



A Product of **Scranton Mfg. Co., Inc.** - 101 State Street - Scranton, IA 51462
T 800 831 1858 • F 712 652 3399 • www.newwaytrucks.com

**Solicitation Number: RFP#091219****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Scranton Manufacturing Company/New Way Trucks**, 101 State Street Scranton, IA 51462 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 15, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

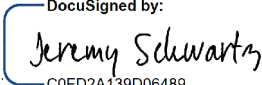
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

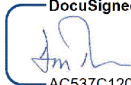
24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: 
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 11/11/2019 | 4:15 PM CST

Scranton Manufacturing Company/
New Way Trucks

DocuSigned by:
By: 
AC537C12014541C...
Don Ross
Title: Vice President of Sales and Marketing
Date: 11/21/2019 | 4:06 PM CST

Approved:
DocuSigned by:
By: 
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/11/2019 | 6:40 PM CST

RFP 091219 - Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Scranton Manufacturing Co.< Inc.

Does your company conduct business under any other name? If yes, please state: New Way Trucks

Address: 101 State Street

Scranton , IA 51462

Contact: Jesse Geeslin

Email: jgeeslin@newwayfleetforce.com

Phone: 715-321-6048

HST#: 42-0993825

Submission Details

Created On: Thursday July 11, 2019 11:28:13

Submitted On: Thursday September 12, 2019 16:03:12

Submitted By: Jesse Geeslin

Email: jgeeslin@newwayfleetforce.com

Transaction #: bb987cd9-c812-4f9a-990d-2071bf6a773d

Submitter s IP Address: 66.43.199.59

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Scranton Manufacturing Company/New Way Trucks
2	Proposer Address:	101 State Street, Scranton, Iowa 51462
3	Proposer website address:	newwaytrucks.com
4	Proposer's Authorized Representative name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Don Ross, Vice President of Sales and Marketing, 101 State Street, Scranton, IA 51462, dross@newwaytrucks.com, 712.652.3396
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Don Ross, Vice President of Sales and Marketing, 101 State Street, Scranton, IA 51462, dross@newwaytrucks.com, 712.652.3396
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jesse Geeslin, Director of Sales for New Way FleetForce, 101 State Street, Scranton, IA 51462, jgeeslin@newwayfleetforce.com, 715.321.6048

Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Scranton Manufacturing and its New Way Trucks brand is the crown jewel of the McLaughlin Family Companies. It is the largest privately-held mobile refuse collection vehicle manufacturer in the nation. New Way Trucks is the fastest-growing company in the \$80 billion solid waste industry and has been family-owned for more than 45 years. Throughout our existence, we have been committed to innovation, safety, quality, and customer satisfaction. Midwest values drive everything we do, and our people are our most valuable asset. When asked about why and how our company has grown, McLaughlin Family Companies founder and 2009 National Waste & Recycling Association (NWRA) Hall of Fame inductee, John McLaughlin, attributes the company's continued success to the 4 P's: Principles, People, Products, and Persistence. Since the very beginning, New Way's business plan has been based on growth and expansion. We have experienced exponential year-over-year growth in each of the last 10 years, and in 2015 we added a 56,000 square foot manufacturing addition. In 2018 a \$3 million investment in computerized fabrication equipment and robotics continued that expansion and today our manufacturing space exceeds 400,000 square feet under roof in central Iowa with joint venture manufacturing projects throughout North America. We are proud to offer the widest lineup of refuse collection equipment of any manufacturer in the industry. Our full line of affordable refuse equipment includes front loaders, rear loaders, satellite bodies, recycling bodies, side loaders, and automated side loaders in sizes ranging from 6 to 43 yards. We also offer Compressed Natural Gas (CNG) fueling integration on all of our models, which results in a cleaner burning vehicle that lowers exhaust emissions and utilizes a domestic fuel source. We are also proud to boast the nation's largest Dealer Network with 36 dealers and 83 separate locations that provide service to all 50 states. In Canada, our Dealer Network includes five privately-owned dealerships and 13 locations covering all of Canada. New Way's Dealer Network also includes 11 additional locations across the globe. Due to our extensive Dealer Network, New Way Trucks are on the ground in five of the world's seven continents. Our small-town Iowa location in America's heartland still holds dear our family values and a hard work ethic that has been passed down through generations. Pair this work ethic and dedication to the job with the ability to innovate and the willingness to learn, and you'll see why New Way is able to produce such cutting edge, high quality products. Through continually investing in training and educational opportunities for all employees, we are proud to maintain a focus on research, remaining adaptable, and drive customer value in order to meet the specific needs of our end-users.
8	Provide a detailed description of the products and services that you are offering in your proposal.	New Way Trucks offers the widest product lineup of refuse collection equipment in the industry. Our Mammoth front end load (FEL) models come in both standard and west-coast lightweight designs. Our rear end load (REL) models: the Diamondback, Viper, Cobra, Cobra High Compaction, and King Cobra range in size from 6 to 32 cubic yards for both residential and commercial collection applications. In addition, we offer the strongest and most durable automated side load (ASL) mobile refuse collection vehicle on the market, the Sidewinder, and our Mamba Satellite Side Loader completes the lineup. New Way is also the exclusive dealer for RotoPAC, the world's first auger-driven automated side loader.

All of our mobile refuse collection vehicles are available to be rented through our New Way FleetForce program - the only direct-from-manufacturer rental company in the industry. New Way FleetForce offers various rental contract options, ranging from as short as one week to a multi-year rental contract. New Way FleetForce maintains a rental fleet of the newest and most productive waste collection vehicles and has the volume to meet Members' various needs and delivery requirements. In most cases, delivery can happen immediately. Since our FleetForce mobile refuse collection vehicles are built and distributed like any other of our New Way products, Members are guaranteed factory-trained support through our nationally-renowned Dealer Network.

Front Loaders

The New Way Mammoth is known for its superior strength and front-load durability. Designed with one-piece, curved shell body side construction for superior strength and a streamlined appearance, the New Way Mammoth Front-End Loader comes equipped with the strongest steel specifications in the waste industry. In addition, heavy-duty, single-piece constructed arms, torque tube assembly, and Pack-on-the-Go features maximize route and labor efficiency.

Standard features on the Mammoth front-loader mobile refuse collection vehicle include a 4-split bearing block with bronze bushings and an easy adjust deceleration valve, giving the operator control of the arm's return to the vehicle body. Two safety cameras come standard on this series; one affording the operator a view into the hopper and another to assist in reverse. This front loader also boasts the largest clean-out doors and sump in the industry. Combined, these two features set the standard for ease of access and the clean out of trash trapped behind the packing blade. As with all New Way Trucks mobile refuse collection vehicles, the Mammoth comes standard with a two-year cylinder warranty.

No other front-load mobile refuse collection vehicle on the market can offer the ease of use and maintenance, superior strength, durability, and product support of a New Way Mammoth Front Loader.

The New Way Mammoth Western Series is a lighter front-end-loader with mammoth strength. There is no need to sacrifice power in a front-load mobile refuse collection vehicle when a lighter weight matters. The Western Series Mammoth Front Loader is over 10 percent lighter than the Mammoth, while boasting the same superior strength and capacity that all New Way Trucks are known for. Weighing in at just 16,100 to 17,300 pounds, the Western Series Mammoth maintains an impressive 34 to 40 cubic yard hopper capacity and a packer cycle time of only 25 seconds.

This front-loader was designed to be compliant with DOT weight regulations in many areas, which we accomplished with lighter weight, high-tensile steels. This results in a mobile refuse collection vehicle with superior strength at a reduced overall body weight that is compliant with coastal states' regulations.

Customization of the Western Series Mammoth to accommodate 2 to 4 cubic yard bins is easy with smaller hydraulic cylinder sizes. This front loader still offers an incredible 8,000 pounds of lift in the single-piece arm, but when less strength is required for smaller bins, customers can also select a 6,000 pound hydraulic cylinder option.

Each Western Series Mammoth front loader's standard equipment includes high-tensile steel, heavy-duty single-piece arms, torque tube assembly, two safety cameras: one for operator viewing of the hopper and another for backing up, and the largest clean-out doors and sump in the industry. New Way Trucks also includes a two-year hydraulic cylinder warranty on all mobile refuse collection vehicles.

Overall, the Western Series Mammoth front-loader offers brute force and superior strength and stamina, all while being weight-log compliant for more stringent Department of Transportation regulations.

Rear Loaders

The New Way King Cobra offers industry-leading rear-load waste compaction. The design of this heavy-duty mobile refuse collection vehicle sets the bar in the refuse industry, putting it at the top of the industry's food chain. The King Cobra is the unequivocal leader with an approximate 1,000 to 1,300 pounds per cubic yard compaction rate and superior rear-loading capabilities.

Built to take on a lot of work without requiring much maintenance, the King Cobra rear loader offers many of the standard features of other New Way rear-loaders. Curbside hydraulic access, side-body automatic tailgate locks, a rear-view camera and two-year hydraulic cylinder warranty are just a few of the many standard options. The King Cobra can also be customized to meet the needs of a Member's individual operation.

Combine all of this with the fact that the King Cobra has the lowest cost of operation of any comparable body size and one of the lowest warranty claims of any mobile refuse collection vehicle body in the industry, and you've got a mobile refuse collection vehicle that charms the most demanding of routes.

The New Way Cobra Magnum is a large rear-loader that is still fully DOT compliant. The

Cobra Magnum offers the ultra-high compaction of the King Cobra with a body weight lighter than what the competition is able to achieve.

The Cobra Magnum is designed to comply with Department of Transportation weight regulations and offers the easiest operational features in today's mobile refuse collection vehicle market. Operators have convenient access to curbside hydraulic controls on this impressive rear loader that will easily compact approximately 1,000+ pounds per cubic yard.

Add in a huge 3.55 cubic yard hopper and a striking 21-23 second cycle time, and the Cobra Magnum delivers the perfect size mobile refuse collection vehicle with the bite to crush anything you throw its way.

The newest addition to New Way's product line is the Cobra High Compaction 25 yard rear-end-loader. The Cobra High Compaction (HC) boasts the compaction and speed of its bigger brothers, the Cobra Magnum and King Cobra, but features a lightweight body with an overall lower profile for height-restricted refuse collection routes.

Preventive maintenance is made simple and easy with the vehicle's mounted front valve, easy access wiring system, and removable slide show access cover. The new Way Cobra HC hits the industry in 2020 with its 1,100 to 1,300 pounds per cubic yard compaction rate, 15,000 pound weight (for the standard 25-yard model), and a 21-23 second cycle time.

Additional features include a large 3.5 cubic yard hopper with wide 80-inch tailgate and inboard hydraulic cylinders, an inside-body hydraulic tank, optional auto-lock turnbuckles, and optional bolt-on winch systems.

The New Way Cobra is a lightweight rear loader with full-sized compaction. Our Cobra rear-end-loader is the contractor's choice, striking the perfect balance between outstanding compaction and a lightweight 20 cubic yard body. With a compaction rate of up to 1,000 pounds per cubic yard, the Cobra is a powerful rear load mobile refuse collection vehicle that will do everything mid-size mobile refuse collection vehicles can do.

Add in the Cobra's large 3 cubic yard hopper - available in 9 to 25 cubic yard capacities - on a single-axle chassis, externally-mounted hydraulic cylinders for easy maintenance, operating valve on the outside of the hopper, automatic tailgate locks with outside lever controls, high-compaction body and a variety of container-handling options for both steel and plastic carts, and you'll understand why the Cobra dominates the mobile refuse collection vehicle industry.

The New Way Viper is an innovative rear-end-loader built for safety and maintenance. It is one of the most popular mid-compaction rear loader bodies on the market today. Larger capacity Viper units are excellent for both residential and commercial work.

New Way's engineering team has increased safety and added value with a design that moves the hydraulic cylinders and the operating valve to the outside of the vehicle's body. This creates a straight line between levers and control rods, making maintenance quick and easy. The operator valve placement eliminates the need to reach into the vehicle body, increasing operator safety.

The Viper also comes standard with automatic tailgate locks with the control handle located on the side of the chassis, thus eliminating the time and effort needed to go back and forth to operate the traditional turnbuckle locks.

With accessories and adapters to accommodate all varieties of residential cart tipplers and commercial containers, a rear-view camera and a two-year hydraulic cylinder warranty, this venomous rear loader is sure to paralyze the competition.

The New Way Diamondback packs powerful features into a compact profile. Our smallest rear-load mobile refuse collection vehicle exhibits quality in workmanship and raw materials that differentiates it from the competition. This compact, low-profile mobile refuse collection vehicle with a low load-still threshold has a compaction rate of approximately 800 pounds per cubic yard in the standard unit and up to approximately 1,000 pounds per cubic yard on the high-compaction model.

When searching for quality, affordability, and maneuverability to service residential park collection routes, the Diamondback mobile refuse collection vehicle is the answer. It is available in 6 or 8 cubic yard body capacities, and is adaptable to all residential cart tipplers. The Diamondback is lethal to the competition as it comes fully-equipped with a range of standard features that are merely options on most other units, including a rear-vision camera and standard two-year hydraulic cylinder warranty.

Automated Side Loaders

The New Way Sidewinder XTR is an automated side-loader with one-operator efficiency. With a faster compaction rate unrivaled by any other side-load mobile refuse collection vehicle on the market and the industry's strongest frame-mounted collection arm that reaches up to an impressive 12 feet, efficiency is always at the operator's side. The Sidewinder XTR combines the convenience of automated loading with the ability to maneuver in tight spaces to create an ultra-tough, overbuilt side-loading machine.

At the end of the day, the convenient features of the Sidewinder XTR are even more evident.

		Mobile refuse collection vehicle operators appreciate the convenience of being able to easily clean out behind the pack panel with the widest opening access and largest clean-out sump in the industry. Add to that the standard rear-view camera and a two-year hydraulic cylinder warranty, and you can see why the Sidewinder XTR has a solid grip on the competition. The New Way RotoPAC is the first auger-driven organics and municipal solid waste collection vehicle in the world. The ultimate goal of waste management is zero waste being deposited into landfills. With an eye towards the future, New Way is leading the pack with our RotoPAC. Organics on Monday, municipal solid waste (MSW) on Tuesday. Gone are the days of maintaining separate trucks to meet a community's waste management needs. As the first mobile refuse collection vehicle in the world that works equally well with municipal solid waste as it does with organic refuse collection, the dual-purpose RotoPAC is designed for operational flexibility. The RotoPAC's self-cleaning auger not only more efficiently compacts organic materials - such as grass clippings and food waste - but will automatically reverse in the rare event of a jam. The 23,000 pounds of auger torque makes quick work of compaction and self-cleaning, which eliminates downtime to clean out behind a pack panel. The automated arm has a 12-foot reach and can easily manage up to 500 pounds at maximum extension. Add to that a 27 cubic yard body, the highest legal payload in the industry at 25,000 pounds, reduced hydraulic cylinder maintenance due to the auger, and a liquid-tight hopper up to 40 inches high, and you have the most innovative, adaptable, and futuristic mobile refuse collection vehicle available on the market today. The RotoPAC is available in sizes ranging from 14 to 27 cubic yards. Satellite Side Loader The New Way Mamba is a fiercely-fast and agile side loader. This satellite side loader slithers its way into residential refuse collection routes that other mobile refuse collection vehicles cannot and provides the freedom to load from either side of the vehicle. With its slender body construction, the Mamba plays a vital role and has the ability to transfer compacted materials to larger rear loaders. Available in fixed-body mount, the Mamba also features cart tipper and barrel dumper options, giving Members the ability to customize a side-loader machine that is sure to strike fear into the competition.	
9	What are your company's expectations in the event of an award?	In the event of an awarded contract, members of the New Way team will travel to Minnesota within 45 days of an award to initiate further training on the new agreement and formally launch the contract. The remainder of our organization will be subsequently trained, and updated procedures will be quickly disseminated to our Regional Sales Managers (RSMs) and onward to our Dealer Network. New, discounted pricing will become valid immediately to Members and our new turnkey solution will be quickly implemented. A Sourcewell-awarded contract will allow New Way Trucks to continue to provide Members with great products at a discounted price to our many existing municipal customers, grow our municipal base, and open the door to new opportunities in the educational space.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	New Way Trucks is the cornerstone of the McLaughlin Family Companies, a rapidly expanding central-Iowa based group of companies focused on refuse, recycling, and veterinary equipment manufacturing and retail product distribution for new and used automobiles and automotive products. The company has consistently experienced annual double-digit growth, and now employs nearly 550 people in Central Iowa. This growth is expected to continue as the company is committed to expanding manufacturing capacity to meet an ever-growing demand for its product line. On average, New Way has experienced a 20 percent per year growth on orders received and units built over the past three years.	*
11	What is your US market share for the solutions that you are proposing?	New Way Trucks holds an approximate 15 percent market share in the US for mobile refuse equipment. Our Dealer Network lays the cornerstone for our entire organization, covering every state in the nation and all of Canada. Although Sourcewell focuses on the USA and Canada, New Way also has a global presence through our international Dealer Network, with our equipment currently on five of seven of the world's continents.	*
12	What is your Canadian market share, if any?	According to our best estimates, New Way currently has a 20 percent market share in Canada. Canada is also home to our RotoPAC manufacturing operation. With 5 dealerships in 13 locations covering the entirety of Canada, our presence in Canada is poised to expand.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. New Way Trucks is a financially stable organization with continued growth year after year. We are the largest privately held manufacturer of refuse equipment in North America and rank in the top 3 of all manufacturers of our type.	*

14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Both New Way's sales force and Dealer Network cover all of the U.S. and Canada. Our sales force is comprised of all New Way employees, whereas our trusted dealers and their representatives are employees of their respective dealerships. Domestically, the New Way Dealer network is made up of 36 privately owned dealerships with 83 separate locations across the United States. In Canada, our Dealer Network is five dealerships strong and spans 13 locations. This North American network includes hundreds of employees dedicated to showcasing the New Way brand. To support its customers and extensive Dealer Network, New Way Trucks has a broad sales, marketing, and service organization made up of New Way employees. Ten Regional Sales Managers (RSMs) are responsible for our North American sales territories and provide direct dealer and end-user product support. These RSMs are responsible for training, educating, and demonstrating our products to end-users and dealers. They also assist with price quoting, order development, and support both during and after the product sale. Our Service, Warranty, and Parts teams provide after-sales support to both dealers and end-users. Field Service teams provide on-site technical support and training to our end users and Dealer Network. New Way certified field service technicians are available to Members. These field service technicians provide service and support at Dealer and Member locations to assist with any maintenance needs that arise. The New Way Dealer Network is the first line of defense for any parts or service issue. Each dealer maintains an inventory of stock parts and a team of service technicians are available to support Members when necessary.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America, and is administered by the National Waste and Recycling Association (NWRA). New Way is represented on all ANSI committees and is actively involved in establishing new equipment safety protocols and equipment specifications for our industry. New Way is also actively involved with the NWRA including holding senior-level board seats on both the 10-person Board of Trustees and the 11-seat Supplier Board of Governors. In addition, our manufacturing facility is certified by the Occupational, Safety, and Health Administration (OSHA).	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	New Way Trucks has not been suspended or disbarred from participating in any government contracts since the company's inception.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Mobile Refuse Collection Vehicle Rental Program: New Way is a diversified provider of municipal equipment. As part of New Way's offering, we also provide rental options through New Way FleetForce - the only direct-from-manufacturer rental operation in the industry. New Way FleetForce provides both short and long-term rental solutions for all the equipment we manufacture. A rental program is a great solution for Members looking for different finance options to acquire the same great New Way Truck. Work Ready Vehicle Program: The New Way Trucks Work Ready Vehicle Program is designed to meet Members' immediate needs for solid waste collection vehicles. New Way regularly builds standard, well-equipped vehicles that provide immediate solutions for Members that desire quicker turnarounds.	*

Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	New Way is extremely active in the North American solid waste industry and has been recognized by both the NWRA and Solid Waste Association of North America (SWANA) throughout the years. As mentioned in item seven, our founder, John McLaughlin is a member of the NWRA Hall of Fame. 2019 NWRA member of the year Don Ross, New Way Vice President of Sales & Marketing. Though it falls outside of the suggested 5-year window, Don is also the recipient of the 2008 Solid Waste Association of North America (SWANA) Distinguished Service Award. 2018 Waste360 40 under 40 Johnathon McLaughlin, New Way Executive Vice President 2017 NWRA member of the year Mike McLaughlin, New Way Chief Executive Officer 2016 SWANA Collection & Transfer Technical Division Director, Don Ross, New Way VP of Sales & Marketing	*
19	What percentage of your sales are to the governmental sector in the past three years	New Way Trucks serves both the private and public sectors of the industry, however the majority of our customers are government entities. In the past three years alone nearly 60 percent of New Way sales were to the public sector.	*
20	What percentage of your sales are to the education sector in the past three years	Less than five percent of New Way sales is currently to the education sector, however New Way is proud to list a number of major universities as customers. This list includes Harvard University, Pennsylvania State University - University Park, The University of Missouri at Columbia, Bucknell University, The University of Minnesota - Twin Cities, Iowa State University, The George Washington University (DC), Georgia State University, and The Ohio State University. A number of other educational institutions are New Way customers, including the Jurupa Unified School District (CA), Long Island Unified (NY), San Ramon Valley Unified School District (CA), Atascadero Unified School District (CA), and the Long Beach Unified School District (CA), to name just a few.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	New Way currently holds a contract with the Houston-Galveston Area Cooperative, however sales via this cooperative account for less than one percent of annual total units sold.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	New Way is listed as a manufacturer on GSA contract #47QMCA18D000E, held by our dealer, Maryland Industrial Trucks. Through this contract New Way equips military bases around the globe with refuse collection equipment. Sales via this contract have accounted for less than five percent of annual total units sold.	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
City of Sacramento, California (Sourcewell Member #18730)	Hector Barron - Public Works Director	916-808-8300	*
City of Danville, Illinois (Sourcewell Member #2185)	Carl J. Carpenter - Director of Public Works	217-431-2287	*
Emerald Coast Utilities Authority (Sourcewell Member #19660)	Randy Rudd - Director of Shared Services	850-698-4676	*
City of Greenville, South Carolina (Sourcewell Member #4052)	Dave Derrick - Assistant Director of Public Works	864-467-4345	
City of Savannah, Georgia (Sourcewell Member #28141)	John Sawyer - Public Works Director	912-651-4241	

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Sacramento, California	Government	California - CA	The City of Sacramento's Recycling and Solid Waste department has been a regular and consistent New Way customer for many years. California's capital city provides waste collection services to more than 128,000 residential customers, and New Way Trucks are trusted with the collection and disposal of all refuse and recycling materials.	New Way has built 49 mobile refuse collection vehicles for the City of Sacramento over the past 3 years, with 16 more currently on order. Our relationship goes back further than that, as there are dozens more New Way Trucks in the City's fleet.	\$7,966.496.98	*

City of Kansas City, Missouri	Government	Missouri - MO	A relatively new Sourcewell Member, Kansas City is one of the fastest-growing and dynamic municipalities in the Midwest. As a result of recently privatizing collection efforts, the city provides one of the most cost-effective trash and recycling collection services in the nation. Residents of Kansas City are not charged a monthly fee for trash collection service, but rather the service is funded from general tax dollars. Currently, Kansas City's Public Works Department is evaluating its current solid waste management process and is developing a Long-Term Solid Waste Strategic Management Plan, a plan that New Way is honored to be included in.	The city of Kansas City, Missouri's most recent New Way order was for 30 units.	\$2,047,314	*
City of Greenville, South Carolina	Government	South Carolina - SC	The Garbage & Recycling division of the City of Greenville, South Carolina uses New Way Trucks for the collection and disposal of residential solid waste. New Way Trucks contributed to the city's Fleet Services Division earning a #11 ranking on the NAFA Fleet Management Association's 2017 Top 100 list.	The City of Greenville's most recent New Way order was for 5 mobile refuse collection vehicles. Like many of our valued municipal partners, Greenville is a repeat customer.	\$1,202,697.90	*
Emerald Coast Utilities Authority (ECUA)	Government	Florida - FL	Among other services, the Emerald Coast Utilities Authority provides solid waste, recycling, and yard trash collection to residential properties within the unincorporated area of Escambia County, Florida. New Way is proud to have provided mobile refuse collection equipment to Florida's oldest county in an effort to keep a beautiful area of the country in pristine condition.	ECUA has bought 8 New Way Trucks within the past year, bringing the number of New Way mobile refuse collection vehicles in their fleet to an even 20. Through discussions with ECUA leadership, we are expecting orders anywhere from thirty to forty vehicles in the near future. Ten are on order currently, with more purchases programmed for 2020.	\$1,113,729.40	*
City of Savannah, Georgia	Government	Georgia - GA	The City of Savannah's Department of Refuse Disposal provides solid waste processing and disposal services for all City departments, Savannah residents, and paid subscribers residing in the unincorporated areas of Chatham County, Georgia. Savannah has been a national leader in handling waste in the management-by-component approach in which different types of waste have different handling characteristics and are re-used, recycled, processed, or disposed of accordingly. New Way is lucky to have been part of such an innovative approach to managing municipal solid waste.	Yet another repeat customer, the City of Savannah's latest order was for 6 New Way Trucks. With over 50 New Way Trucks in the City's fleet, we are glad to have played a part in keeping one of the nation's most picturesque cities beautiful for so many years.	\$519,650.52	*

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	New Way is proud to employ 10 Regional Sales Managers (RSMs) that cover all of the North American continent. Our RSMs are strategically located within their territories to provide immediate response to customer inquiries. New Way proudly boasts the largest sales team of any refuse equipment manufacturer in North America. Our RSMs are supported by three sales assistant, a sales order supervisor, and two marketing specialists located at our primary manufacturing facility.	*
26	Dealer network or other distribution methods.	New Way's Dealer Network is the cornerstone of the entire organization. Our expansive Dealer Network is able to service every state in the United States and all of Canada. Our 36 U.S. dealers have 83 locations throughout the country, and our 5 Canadian dealers have 13 locations throughout Canada.	*
27	Service force.	New Way supports our dealer service programs with both factory-based and field service teams. Along with an extensive parts department, our factory-based service department operates like a call center by providing technical support to our dealers' service departments as well as our end users. New Way's four field service representatives are regionally located in Florida, Arizona, Missouri, and Iowa to provide on-site technical support for critical out-of-service issues and to support our factory-based service team with on-ground intelligence. Additionally, most dealers have their own service programs and provide field service support to customers. The New Way Parts Department - centrally located in Carroll, Iowa, has 3 knowledgeable call center support staff, 1 Internet salesperson, and 5 Shipping and receiving personnel to handle any replacement parts needs for Members in an efficient, professional, and timely manner. We have the ability to ship parts anywhere in the world with our logistics partnerships. Due to our close relationship with New Way's production plant, lead times for uncommon parts are very low. Our Dealer Network is the first line of defense for any parts and services inquiries. Each of our dealers currently stock parts and have several service technicians immediately available to provide assistance where needed.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	New Way's service department is led by an experienced service manager and has two in-house service technicians and four field service technicians. Our two in-house technicians are always available by phone, so our response time is usually immediate. Our field service technicians are also available by phone but much of the time are on-site at customer or dealer locations as needed. In addition, the New Way controls, hydraulic and mechanical engineering teams are also available to assist the service team. To assure customer satisfaction each New Way service team member takes full ownership of each call and visit following up to complete resolution. Our parts department is able to provide immediate response to our customers' needs. New Way constantly works with our dealer support network to provide timely customer service out in the field as well. All dealers have access to the full New Way products parts catalog and keep the most common parts in stock for immediate delivery in order to support members and their New Way equipment. If a dealer doesn't have a part in stock, New Way ships globally! Based in the central United States, parts can be available anywhere in the continental US overnight. New Way's direct rental company, New Way FleetForce, is able to provide pre-positioned rental vehicles across the nation. Rental vehicles are also available for both long and short-term rentals for contract changes, seasonal leaf collection, emergency clean-up and disaster recovery, and other short or long-term refuse collection projects. Because New Way FleetForce rentals are immediately available, they are ideally suited to aid in natural disaster recovery operations. New Way Trucks have aided with storm clean-up efforts in both the Houston area following Hurricane Harvey and in Puerto Rico following Hurricane Maria.	*
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	New Way has mobile refuse collection vehicles in all 50 states, and is well-equipped to provide refuse equipment solutions to every state in the country. There is nowhere that we won't service nationwide.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Through our national presence and extensive dealer network, New Way Trucks is able to serve all Sourcewell Member sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	There are no restrictions in Alaska, Hawaii, or any US Territories. New Way vehicles are currently in service throughout Alaska, Hawaii, and all US Territories.	*

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sourcewell is and will continue to be a key feature in the entire New Way sales and marketing program. New Way dedicates a page on our website - newwaytrucks.com/sourcewell - to our partnership with Sourcewell. For the past five years, New Way has included the NJPA/Sourcewell contract information in all of its marketing efforts including a logo on all of our product brochures, in all dealer communication including electronic newsletters, and at all events and conferences. We have also partnered with Sourcewell staff to present the benefits of being a Sourcewell Member at the New Way semi-annual dealer summit event. Additionally, New Way will continue to participate in Nationwide Sourcewell training events. New Way Trucks is also prepared to co-sponsor local, regional, and nationwide trade shows with our Dealer Network - which all focus on our products and partnership with Sourcewell. Attached for your review are samples of our marketing materials. Product literature is available for all New Way products.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	New Way is an industry leader in social media strategy & digital media execution. Our official accounts have over 3,700 page likes on Facebook, 500+ twitter followers, 250+ YouTube subscribers, and 1,000+ instagram followers. New Way Trucks is also an industry leader in online presence, as our advanced and comprehensive website has averaged over 12,750 pageviews every month throughout the last calendar year. Within the site is a password-protected dealer portal - a great resource for product specifications, company news, publicly available dealer contact information, and Sourcewell pricing and contract information for dealer use. Our on-site Research & Development Department is constantly striving to make data-driven decisions to improve the refuse bodies we manufacture. In turn, these product updates are marketed through both traditional and digital means.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	A Sourcewell-awarded contract represents a long term partnership between well-respected organizations. This partnership is made stronger by the participation of its members and engagement of its vendors and Sourcewell represents the conduit between these entities. For the contract to be successful, both parties should help promote its value. A vendor such as New Way needs Sourcewell to connect us to its members while simultaneously promoting the competitive nature of the procurement tool, the high-quality, industry leading vendors it selects, and the ease of use of its program. At the same time, a vendor such as New Way, with its large North American footprint, vast dealer network, and industry-leading municipal customer base, should showcase its Sourcewell-awarded contract as the cornerstone of its municipal sales program. No other competitively procured agreement has the reach, ease of use, and cost savings of a Sourcewell-awarded contract, and New Way's team will promote and demonstrate that value through all of its sales and marketing channels, as it does today. New Way Trucks highly values Sourcewell's continued participation in our semi-annual dealer summit and training programs that bring together and support Members and Vendors. Sourcewell is already a large part of the sales process at New Way Trucks. We prominently place the Sourcewell logo and awarded contract number on product literature, marketing collateral, eNewsletters, and our website. Our New Way Dealers are very well-versed in doing business within the confines of the Sourcewell Contract. New Way will continue to exhibit our partnership with Sourcewell at local, regional, and national training events and tradeshow. Sourcewell will remain a key fixture in New Way's sales process.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Since 90 percent of our mobile refuse collection vehicles are specially customized for our customers, we do not currently offer an e-procurement ordering process.

Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As mentioned previously, New Way regularly hosts Dealer Summits and nationwide training events aimed at informing and educating both our Dealer Network and Members on how to best care for our New Way Trucks. We also host and broadcast at-factory service events and vehicle updates. We'll even go out to a Member location and train them on the product during time-of-sale and throughout the product life cycle. We proactively train members to show how a New Way solution will work better for them than their current product. To do this effectively, we always have a fleet of new demo vehicles across the United States and Canada available for demonstration to Members. In addition to our regional and at-factory sessions, New Way provides standard on-site delivery maintenance training to the Member through our Dealer Network.

37	Describe any technological advances that your proposed products or services offer.	New Way is constantly innovating, and technological advances are too numerous to list. However, two significant advances include the following: Introduced 6 years ago, the New Way RotoPAC is the first auger-driven organics collection vehicle in North America. It is also the first mobile refuse collection vehicle that works equally as well with municipal solid waste as it does with organic refuse collection. Additionally, it is the first mobile compactor to offer 23,000 pounds of torque in a screw-type auger. In early 2018, New Way teamed with BYD - an international leader in battery-electric automobiles - to deliver the first 100 percent battery electric Class 8 rear loader to Recology Cleanscapes in Seattle, Washington. We are proud to have aided in developing the most advanced mobile refuse collection vehicles in the world and to have played such a major part in effecting positive, sustainable change. New Way Trucks is currently working with BYD on other 100 percent battery-electric configurations, including a fully-automated side load mobile refuse collection vehicle. New Way's latest body features are designed to make routine service easier than ever. To keep vehicles running in top form, periodic maintenance is required, and our 20-person engineering department is making that easier through thoughtful design.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Aside from offering a compressed natural gas fueling system on any of our product models, resulting in cleaner emissions, New Way participates in other environmentally-friendly initiatives at our manufacturing facility. We monitor stormwater on an annual basis. We also participate in a filter program with a local landfill to ensure that we carry permits for proper disposal. In addition, we contract with Safety Kleen to dispose of paint waste in an environmentally-responsible manner. Finally, the air quality in our factory is tested twice per year, once in the summer and once in the winter. During this process, we analyze all areas of production to collect several readings to assure that our employees are breathing clean air.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Alternative fuels continue to be a focus. That's why New Way incorporates fuel delivery systems into our truck bodies. Additionally, New Way teamed with BYD - an international leader in battery-electric automobiles - in early 2018 to deliver the first 100 percent battery electric Class 8 rear loader to Recology Cleanscapes in the Pacific Northwest. The BYD Chassis is the first of its kind in the United States, and New Way is proud to have made this project a reality. A number of units are currently on order in different configurations, and we are excited and honored to be at the forefront of the battery-electric movement as an alternative to traditionally fueled vehicles. More than 25 percent of all New Way mobile refuse collection vehicles are built to be fueled with compressed natural gas. Cleaner emissions, fuel savings, and whisper quiet operation are just a few reasons why so many of our clients are opting to make the transition to mobile refuse collection vehicles fueled by Compressed Natural Gas. CNG systems are available on most New Way models, and we continue to work with fuel providers to make the waste industry more environmentally friendly.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	New Way is a family-owned company and, as a result, is not eligible for these certifications. However, New Way supports the National Waste & Recycling Association women's council through active engagement and generous contributions to the association. We are proud to have representation on the NWRA Women's Council, and we are honored to employ several active-duty U.S. military members and veterans. Southern Sewer Equipment Sales, one of our New Way Dealers in Florida, is a 51 percent female owned, state-certified MBE. It is also certified by several cities and counties with certification pending in others. Envirotech Equipment Company, our New Way Dealer for the state of Wisconsin, is a certified woman-owned business located in Lannon, Wisconsin. Guthrie Sales & Service, our New Way Dealer that serves northwest New York State, was founded in 2015 and is currently woman-owned.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Dealer Network New Way Trucks is an industry leader unlike other mobile refuse collection vehicle manufacturers in many ways. Most importantly, we've got the strongest and most well-respected Dealer Network in the industry. We're also proud to boast the widest, and continually expanding, product lineup in the mobile refuse collection vehicle manufacturing industry. Additionally, New Way is home to the only direct-from-manufacturer rental company, New Way FleetForce, in the industry. Our competitors use third parties to rent and lease their vehicles. Customization New Way Trucks believes that all solid waste is local and although waste collection may be similar in different areas of the country, it takes on its own unique character, depending on where it occurs. As a result, each New Way Truck takes on its own unique personality and is customized for that specific local waste collection need. As the largest privately-held manufacturer of refuse bodies in North America, we are proud to offer the most customizable bodies available on the market today. 90 percent of our mobile refuse collection vehicles leave our manufacturing facilities specially customized for our valued customers. We are also the fastest-growing company - public or private - in the entire solid waste industry. New Way Trucks was the first North American refuse manufacturer in China and was a vital part of the 2008 Beijing Olympics, where more than 270 New Way Trucks were used to service one of the largest international sporting events in the world. Local Partner - Global Reach We have the ability to ship parts anywhere in the world with our logistics partnerships. All dealers have access to the full New Way products parts catalog and keep the most common parts in stock for immediate delivery in order to support members and their New Way equipment. In the rare case of a dealer being out of a stock part, New Way ships globally! Based in the central United States, parts can be available anywhere in the continental US overnight.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Through our 5 dealer partners across 13 locations in the country, New Way is proud to offer all our mobile refuse collection vehicles and service capabilities to Canada in its entirety.	*

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	New Way manufactured replacement parts, components, and assemblies are sold under a Limited Warranty to be free from defects in workmanship or material for a period of twelve (12) months. This is a part replacement only warranty and the item must be returned to the New Way Dealer for exchange. The labor and shipping cost to replace the parts shall be the responsibility of the customer. There is no warranty on expendable items, wear components, or used parts. Extended warranties are available on all of our current bodies and turnkey chassis. More information about extended warranties can be found on our price sheets and via the chassis' Original Equipment Manufacturer (OEM). Sourcewell Members will register their New Way warranty cards. This process is handled via an easy online form that a Member's local New Way Dealer can fill out. Parts only warranty (see section III.d of attached warranty statement) will apply for distributor or customer installed accessories that have been purchased through Scranton Manufacturing Company, provided part failure was not due to improper installation, use, or neglect. Damage caused by incorrectly installed field accessories may void portions or all of the unit's warranty. When a warranty service is requested, the distributor shall: -Verify warranty eligibility of the machine to be serviced per previous sections -Diagnose the problem to determine that the service is warrantable -Ensure that the parts necessary to perform the repair are available -Provide the necessary repair services Complete and submit the Warranty Request Form For more on the Warranty Request Form, see sections V.b and V.c of the attached warranty statement	*

44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	New Way's warranty shall not apply to equipment that has been subject to misuse, negligence, or accident, or which has been repaired or altered without New Way's prior knowledge or consent. New Way will not be responsible for warranty repairs made in the field by personnel other than from New Way or an authorized New Way agent unless previously authorized by New Way. New Way Trucks are designed to operate only with the OEM products used by New Way. This limited warranty will be void if the New Way products are modified other than as done at New Way's factory or at a New Way authorized dealer unless authorized by New Way. Use of parts and assemblies from another manufacturer as substitutes for OEM products will also void the limited warranty. There will be no warranty on used parts.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage are not subject to warranty labor reimbursement.	*
46	Are there any geographic regions of the United States and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	We have warranty service coverage in all areas covered under the Sourcewell contract. Service requests will be covered by the local authorized dealer or their designated service center.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In the case where a chassis is provided, New Way's warranty covers the vehicle's body only. The OEM is responsible for covering the warranty for a chassis. New Way's warranty statement does not cover other manufacturers' goods. New Way warrants the packer body assembly for a standard base period of one (1) year from date of delivery (see section III.a of attached warranty statement). This limited warranty applies to body components as defined below to be free from proven defects in material and workmanship. Wear parts (pins, bushings, chain assemblies, door and gate seals, wear pads, etc.), and normal wear and tear are excluded. Labor repair cost may also be covered, (see section IV.g of attached warranty statement). The body assembly is defined as the following: -Arms (front loaders and side loaders) -Packer or Eject Panel -Tailgate -Electrical components -Factory installed aftermarket parts (see section IV.a of attached warranty statement) -Hydraulic components not including cylinders (see section IV.d of attached warranty statement) -Paint Base Hydraulic Cylinder Warranty New Way warrants all hydraulic cylinders for a standard base period of two (2) years. This limited warranty applies to cylinder defects in material and/or workmanship only. See section IV.c of attached warranty statement for details. During the first year, replacement labor (see section IV.g of attached warranty statement) and shipping cost to the authorized distributor are covered. At the start of the second year, replacement labor and shipping costs are not covered by New Way. Optional three (3) or five (5) year extended warranties for hydraulic cylinders are available.	*
48	What are your proposed exchange and return programs and policies?	In the case of catastrophic failure of one of our bodies that is deemed to be the fault of our manufacturing process, New Way would offer a replacement at our expense. Parts may be returned by following the procedure outlined in section VI.a of the attached warranty statement.	*
49	Describe any service contract options for the items included in your proposal.	Service contracts are not available at this time, however optional extended warranties are available at the time of order.	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30 Days	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	New Way offers a number of financing options, including Sourcewell's National Cooperative Partner program. Leasing through New Way FleetForce - As part of New Way's offering, we also provide rental options through New Way FleetForce. As the only direct-from-manufacturer refuse hauler renter in the industry, New Way FleetForce provides both short and long-term rental solutions for all the equipment we manufacture. This includes our full line of Front Loaders, Rear Loaders, Automated Side Loaders, and our Satellite Side Loader. A rental program is a great solution for Members looking for different finance options to acquire the same great New Way product. New Way FleetForce offers various rental contract options, ranging from as short as one week to a multiple years-long rental contract. Through maintaining a rental offering of the newest and most productive waste collection vehicles, New Way FleetForce has the volume to meet Members various needs and can coordinate the delivery rental units directly to Members in a timely manner. In most cases, delivery can happen immediately. Rentals are a desirable option for many haulers and especially for Members that represent municipalities. Leasing allows Members to: -Easily begin a new collection route due to annexation without the typical up-front investment of purchasing. -Start a new route or relationship without the possible strain on cash flow. -Quickly replace a fleet unit that goes down unexpectedly or is out of service. -Manage an emergency clean-up situation where time is of the essence or a temporary expansion of service may be necessary - such as seasonal leaf and brush collection. -Take on a brand new route with a quality New Way waste collection unit after determining which model is best for the situation.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	New Way's Sourcewell order procedure has been streamlined into a simple 5-step process. 1. A Member searches the New Way website or contacts a local New Way dealer for a mobile refuse collection vehicle that meets their unique specifications. 2. The New Way Dealer visits the Sourcewell website to verify Sourcewell Membership and develops a New Way Trucks Dealer quotation to the Member's specifications utilizing the Sourcewell Contract's discounted pricing and sends to the Member for approval. 3. The Member approves the quotation and issues a purchase order to the New Way Dealer, who subsequently submits a dealer order to New Way to start production. 4. Once complete, the mobile refuse collection vehicle is shipped to the New Way Dealer for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Member. 5. The mobile refuse collection vehicle is moved to the Member's location, where the New Way Dealer conducts operator training and the Member takes delivery of its New Way mobile refuse collection vehicle.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	We do accept the P-card procurement and payment process. There is a 3% processing fee associated with all P-card purchases.	*

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	New Way Trucks maintains individual MSRP/retail price lists for each of our equipment product offerings. We will offer a four (4) percent discount off MSRP/retail price to Sourcewell Members under this contract. Please see our pricing attachment for all catalog pricing of our MSRP/retail equipment.	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	New Way Trucks is offering all Members a four (4) percent discount off its retail or list price on all of our mobile refuse collection vehicle models.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	New Way Trucks is happy to offer negotiable volume discounts on large orders. New Way does not offer a rebate program at this time.	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	New Way Trucks provides the following solutions: 1) Members have the option to purchase a chassis as a sourced good. In fact, New Way Trucks currently has over 550 chassis in stock from the top manufacturers in the industry. We are proud that our chassis inventory allows us to boast of the largest supply of ready vehicles in North America. 2) On the rare occasion that one of our work-ready chassis is not what a Member wants, we have the resources to locate the correct chassis for a Member. Due to our strategic partnerships with every major chassis manufacturer, we can purchase as many chassis as a Member desires at a competitive market price that is advantageous to the Member. Due to the level of customization that we provide, it may become necessary to source a 'good' (chassis) from another provider. In that rare instance, the sourced good is considered cost-plus.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Items such as pre-delivery inspection, installation, set up, mandatory training, and initial inspection are all free of charge and completed prior to the Member taking delivery.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	New Way Trucks provides a few delivery options to Members. The Member can choose between picking a completed mobile refuse collection vehicle up at one of our manufacturing facilities, having the completed vehicle delivered to an authorized New Way Dealer, or having the completed vehicle delivered directly to the Member's location. We will work with the Member during the order process to identify the right choice. Freight is an additional sourced charge. New Way Trucks will always offer competitively procured freight costs to Members.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Our Alaska and Hawaii New Way Dealers have years of experience in coordinating the delivery of New Way Trucks. In order to make it as easy as possible for Members in both states, our dealers will leverage their existing freight networks to coordinate timely and competitively-priced deliveries. Similarly, for Members in Canada, our respected Canadian Dealer Network that covers all of Canada will help broker freight and shipping. All freight costs are competitively procured. All freight charges will be passed through to members at a competitively-sourced cost without mark-up.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our distribution network is unique in that New Way Trucks has the most robust Dealer Network in the United States. To best serve our extensive Dealer Network, New Way Trucks currently has 15 trained drivers delivering our New Way products across North America and also employs the best drive-away delivery companies as needed.	*

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	New Way Trucks is providing our Dealer Network with a fixed, not-to-exceed cost below list price at a four (4) percent discount off manufacturer's suggested retail price for use nationwide and in Canada. For the purpose of this contract, all pricing is quoted in United States Dollars for both US and Canadian delivery.

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Sourcewell orders will be independently tracked as part of the overall New Way Trucks order process; Member Numbers will be verified and compared to the most recent Member list; Order pricing is then verified to ensure pricing does not exceed the current Sourcewell discount and reviewed for potential volume discounts and additional member savings; For dealer-submitted non-Sourcewell municipal, educational, or non-profit orders, New Way Trucks will review the current Member list and notify the dealer if their customer is not a Sourcewell Member; New Way Trucks will provide a quarterly report of all Sourcewell sales along with the proper administrative fees for all orders reported
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	New Way Trucks will provide Sourcewell with a Direct Sales Administrative Fee of 1.5 percent. The fee will apply to all currently-priced contract goods. The fee will not apply to non-contract priced goods such as freight, sourced goods, training, etc.

Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	New Way will track the total number of units quoted, units sold, overall sales figures, and lead time. We will also generate and track new Sourcewell Membership sign-ups done through our Dealer Network throughout the term of the contract.

66	If your proposal does not include the chassis as a turnkey solution, propose, in detail, the process you or your dealer will follow to assist the Sourcewell member to acquire the chassis.	To meet more pressing Member needs, our proposal does include the chassis as a turnkey solution. This simple six (6) step process is laid out below. 1) A Member searches the New Way website eShowroom or contacts a New Way dealer for a work-ready mobile refuse collection vehicle that meets their unique specifications. 2) The New Way Dealer verifies specifications and contacts our Sourcewell ready vehicle program manager for vehicle availability. 3) Once a vehicle is located, the New Way Dealer reviews specifications with the Member and quotes price based on not-to-exceed contract pricing. 4) The Member approves the quotation and issues a purchase order to the New Way Dealer, who subsequently submits a dealer order to New Way. 5) The work-ready mobile refuse collection vehicle is shipped to the New Way Dealer for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Member. 6) The ready vehicle is then moved to the Member's location. When it arrives, the New Way Dealer conducts operator training and the Member takes delivery of its New Way work-ready refuse truck. Through New Way, we are proud to offer work-ready refuse vehicle solutions for immediate sale. Members are welcome to choose between these work-ready solutions or a more customizable option, whichever choice better meets a Member's desires. New Way's current work-ready trucks are always in production and are constantly available. They are featured and advertised on our eShowroom website, accompanied by easy-to-read specification sheets, detailed photographs, and professionally-shot videos. This helps a Member more easily find what inventory is immediately available and ready for purchase. We also have trucks currently working in our Demonstration Truck line that are aggressively priced and ready for immediate sale. We even have off-rent trucks available for purchase as well.	*
67	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	New Way's engineers study ergonomics throughout our production process. We strive to have the safest working environment for both our employees and the end user when interacting with our mobile refuse collection vehicles. We cover all operational hazards with an exhaustive list of safety features and engineering controls, such as interlocks, guarding, signage, and recommending personal protective equipment when necessary. We also provide thorough operators manuals and require New Way Dealers to complete final walk-throughs with end users that aim to promote the safest operation of our New Way Trucks as possible. Everything we do is done with operator safety and ergonomics in mind, and we continue to take a proactive approach to safety improvements that are frankly too numerous to count. Whether it be rear-vision cameras, automatic tailgate latches, internal hydraulic cylinders to reduce external pinch-points, integrated strobe-light safety systems, safety sensors, or our largest standard riding steps in the industry, New Way Trucks leads the pack as one of the most innovative and safety-driven manufacturers for mobile refuse collection vehicle operators in the nation. Our research & development and engineering departments are constantly making improved safety integrations in an effort to keep our mobile refuse collection vehicles the safest industry-wide. As we outlined in item 15, New Way is leading the industry by having representation on all American National Standards Institute (ANSI) committees. We are also actively involved in establishing new equipment safety protocols for the refuse industry both with the help of ANSI and internally in our Research & Development department.	*
68	Explain how your equipment in this category reduces down-time for the purchasing entity.	Before a completed New Way Truck leaves for the purchasing entity's destination, the New Way quality department must complete a thorough internal quality inspection checklist. In addition, final product testing is required before a mobile refuse collection vehicle is shipped out to the purchaser. A standard walk-around and demonstration on initial delivery to the Member must also be completed. At all times, at least four New Way certified field technicians and trucks are available to help with uptime in the field as well. New Way is proud to provide service and inspections in the field to assure uptime and to help with any maintenance issues that may arise.	*
69	Describe how the equipment you propose simplifies the operation for end-users.	By providing the most robust product line in the industry, Members are able to get exactly what they need. New Way proudly provides more customizable options than any other mobile refuse collection vehicle manufacturer in the United States and Canada. 90 percent of the mobile refuse collection vehicles that we manufacture are customized in one way or another. Our customization options available to end-users are the most competitive in the refuse industry. Once delivered, our vehicles are ready to operate and require no additional modifications for refuse collection.	*

70	Provide examples from your product offering that are unique in the industry.	As the largest privately-held mobile refuse collection vehicle manufacturer in North America, another feature that sets New Way apart in the industry is that we offer the most robust product line available. Members are able to choose from mobile refuse collection vehicle sizes as small as 6 cubic yards to as large as 43 cubic yards. We are also receptive to our end-users' needs, as 90 percent of our vehicles leave our plant having been customized in some way, shape, or form. New Way is also home to the only direct-from-manufacturer rental company (FleetForce) in the industry. Members are not required to work through a third party for a rental mobile refuse collection vehicle. New Way Trucks also offers the RotoPAC, the first automated, auger-driven organics and municipal solid waste collection vehicle in the world. It is the most versatile collection body available today. The RotoPAC is also the first mobile compactor of its kind to offer 23,000 pounds of torque in a screw-type auger for an impressive 1,000 pounds per cubic yard compaction rate. The automated side-loader also offers the best legal payload in the industry, easily handling up to 13 tons of organic or municipal solid waste. The RotoPAC's hopper displacement also ranks 20 percent higher than any other automated side load system, at 7 cubic yards per minute. Finally, with a wheelbase 24 inches shorter than conventional side loaders, the RotoPAC is able to get you into, and out of, the tightest spaces with relative ease. The arm of our Sidewinder XTR Automated Side-Loader is the smoothest operating, most durable arm in the mobile refuse collection vehicle industry.	*
71	If an hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	New Way Trucks is proud to offer Members battery-electric options. In early 2018, we teamed with BYD - an international leader in battery-electric automobiles - to announce the first 100 percent battery electric Class 8 rear loader to Recology Cleanscapes in the Pacific Northwest. The BYD Chassis is the first of its kind in the United States, and New Way is proud to have made this project a reality. A number of units are currently on order in different configurations, and we are excited and honored to be at the forefront of the battery-electric movement as an alternative to traditionally fueled vehicles. Through our working relationship with BYD we aim to further integrate our products into the electric vehicle space to provide a better, greener, overall mobile refuse collection vehicle. Although pricing was not available at the time of this proposal, Members can expect the same four (4) percent discount as soon as it is made available. By our estimates, this will occur in the first quarter of 2020.	*
72	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America, and is administered by the National Waste and Recycling Association (NWRA). New Way is represented on all ANSI committees and is actively involved in establishing new equipment safety protocols for our industry. As industry leaders, we help shape the safety innovations of the future. For example, New Way was one of the first manufacturers to make rear-vision cameras - a chief safety measure in the refuse industry - standard on our mobile refuse collection vehicles over a decade ago. The integration of a New Way body with its chassis is one of the most critical safety and performance related processes. New Way works exhaustively behind the scenes with every major truck chassis manufacturer to seamlessly integrate the body and chassis as a single refuse collection vehicle instead of simply a chassis and body like many of our competitors. The relationships between New Way and its chassis manufacturers is emblematic of the final marriage of body and chassis; that is a fully integrated, pre-engineered, fully-validated chassis and body combination. The chassis come ready for immediate mounting, with no cutting and splicing of wires, in many cases the vehicle's frame and controls are fully integrated to provide as safe of an operator experience as is available today. This process reduces the complexity of wiring and routing, reduces weight, mitigates electronic mishaps, and makes routine maintenance easier, faster, and cheaper for the Member. Additionally, integration makes operating the mobile refuse collection vehicle more ergonomic, thus increasing driver productivity and decreasing driver fatigue. All of these features combine to make drivers's jobs easier and more comfortable, which results in higher driver retention rates. Higher retention means more experienced operators that are more adept at not only keeping themselves safe, but those on the road around them as well.	*

Exceptions to Terms, Conditions, or Specifications Form

Line Item 68. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Sourcewell RFP Financial Strength and Stability.zip - Thursday September 12, 2019 14:25:07
 - [Marketing Plan/Samples](#) - Sourcewell RFP Marketing Plan & Samples.zip - Thursday September 12, 2019 14:24:11
 - WMBE/MBE/SBE or Related Certificates optional)
 - [Warranty Information](#) - 128126 NWT Standard Warranty Policy.pdf - Thursday September 12, 2019 14:25:49
 - [Pricing](#) - NWT Sourcewell RFP 091219 Pricing.zip - Thursday September 12, 2019 15:58:21
 - [Additional Document](#) - NWT Sourcewell RFP 091219 Additional Docs - Transmittal Letter and Supporting Document.zip - Thursday September 12, 2019 14:29:48

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER’S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the “Proposer”), swears that the following statements are true to the best of his or her knowledge.

- 1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
- 2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
- 3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
- 4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
- 5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
- 6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 8. The Proposer understands that Sourcewell will reject RFP proposals that are marked “confidential” (or “nonpublic,” etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a “trade secret,” and thus nonpublic data under Minnesota’s Data Practices Act.

The Proposer understands that it is the Proposer’s duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer’s Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Geeslin , Director of Sales for New Way FleetForce

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Mobile Refuse Vehicles_Addendum 3 Mon August 19 2019 10:58 AM	☒	--
Mobile Refuse Vehicles_Addendum 2 Fri August 16 2019 02:42 PM	☒	--
Mobile Refuse Vehicles_Addendum 1 Fri August 9 2019 09:45 AM	☒	--



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-559

Agenda Date: 4/6/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, determining that amendments to the City's Comprehensive Plan are necessary to reflect changes in State Law requirements since the last plan update pursuant to Section 163.3191, Florida Statutes; providing for execution and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Pursuant to Section 163.3191 of the Florida Statutes and Rule 73C-49 of the Florida Administrative Code, the City is required to evaluate its Comprehensive Plan every seven (7) years to determine if amendments are required due to changes in State requirements. The City is required to notify the Department of Economic Opportunity ("DEO") of its intention to make any such amendments by May 1, 2021. The last time the City updated its Comprehensive Plan was in 2014.

Current Activity

The attached list has been prepared by Leigh Robinson Kerr & Associates, the City's consultant engaged to prepare the Evaluation and Appraisal Review and subsequent updates to the Comprehensive Plan. The list determines that there have been changes in State requirements that necessitate an update to the Comprehensive Plan.

The draft letter advising of the City's intention to make changes to its Comprehensive Plan is also attached.

In addition to the above, updates to the Comprehensive Plan will be undertaken to reflect changes in local conditions. Staff is currently working with the City's consultant to identify these changes and community input will be sought during this process.

All proposed changes to the Comprehensive Plan will be brought before the City Commission for consideration prior to being transmitted to the State. Any changes must be transmitted to the State within one (1) year of the City notifying of its intention to make changes to its Comprehensive Plan.

Recommendation

Approval is recommended.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, DETERMINING THAT
AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN ARE
NECESSARY TO REFLECT CHANGES IN STATE LAW
REQUIREMENTS SINCE THE LAST PLAN UPDATE PURSUANT TO
SECTION 163.3191, FLORIDA STATUTES; PROVIDING FOR
EXECUTION AND AN EFFECTIVE DATE**

WHEREAS, Section 163.3191, Florida Statutes, requires that each local government evaluate its comprehensive plan at least once every seven years to determine if plan amendments are necessary to reflect changes in state requirements since the last update of the comprehensive plan; and

WHEREAS, Section 163.3191, Florida Statutes, also requires that the City notify the Department of Economic Opportunity by May 1, 2021 of the City's intention to make any such amendments; and

WHEREAS, the City has contracted with Leigh Robinson Kerr & Associates, Inc. (the "Consultant") to prepare the Evaluation and Appraisal Review and subsequent updates to the Comprehensive Plan; and

WHEREAS, the Consultant has prepared a list of changes in State requirements, attached as Exhibit "A," that necessitate an update to the City's Comprehensive Plan; and

WHEREAS, City staff recommends that the City Commission approve this Resolution determining that amendments to the City's Comprehensive Plan are necessary to reflect changes in state law requirements since the last plan update.

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 determines that amendments to the City's Comprehensive Plan are necessary, consistent with the findings set forth in Exhibit "A," to reflect changes in state law requirements since the City's last Comprehensive Plan update.

Section 3. The appropriate City officials are authorized to notify the Department of Economic Opportunity of the City's determination and to do all things necessary to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

CITY OF DEERFIELD BEACH

EVALUATION AND APPRAISAL REPORT (EAR) OF THE COMPREHENSIVE PLAN

DEERFIELD BEACH COMPREHENSIVE PLAN EAR ANALYSIS

The City of Deerfield Beach completed their last EAR analysis/update in 2014 and sent a letter dated April 17, 2014 to the State advising of required changes to the Utilities Element and Water Supply Plan as a result of the 2013 LEC WSP. The City also amended the Coastal Element with updated Storm Surge Zone Maps and supporting text. The amendments were adopted by the City on August 18, 2015.

Since the last EAR occurred in 2014, the below analysis reviews statutory changes to the Community Planning Act since 2014 through 2018, which is the latest published on the FDEO website. In addition, an independent review was conducted for 2019 and 2020.

Amendments to the Coastal Management Element are required per 2015 statutory changes. As well as some updates to definitions per Chapter 163.

Description of Change	Amdmt Required?
2014: [Chapters 2014-93, 2014-178, and 2014-218, Laws of Florida]	
1. Section 163.3167(8)(b) a. Deletes the provision that an initiative or referendum in regards to a comprehensive plan amendment or map amendment is only allowed if it affects more than five parcels of land.	No
2. Section 163.3167(8)(c) a. Deletes the provision that an initiative or referendum in regards to a comprehensive plan amendment or map amendment is only allowed if it affects more than five parcels of land.	No
3. Section 163.3177(7)(a)2. a. Changes “rural areas of critical economic concern” to “rural areas of opportunity.”	No
4. Section 163.3177(7)(a)3.b. a. Changes “rural area of critical economic concern” to “rural area of opportunity.”	No
5. Section 163.3177(7)(e) a. Provides general re-wording and changes “rural area of critical economic concern” to “rural area of opportunity.”	No
6. Section 163.3187(3)	

a. Changes “rural area of critical economic concern” to “rural area of opportunity.”	No
7. Section 163.3202(1) Requires that local governments must adopt, amend, and enforce land development regulations that are consistent with and implement the comprehensive plan within one year after submission of the comprehensive plan or amended comprehensive plan pursuant to section 163.3191, Florida Statutes (evaluation and appraisal process), instead of section 163.3167(2), Florida Statutes).	No
8. Section 163.3206(1) [New] Provides legislative intent related to the importance of fuel terminals.	No
9. Section 163.3206(2)(a)1.-9. [New] Provides a definition of “fuel” with cross references.	No
10. Section 163.3206(2)(b) [New] Provides a definition of “fuel terminal.”	No
11. Section 163.3206(3) [New] Provides that after July 1, 2014, a local government may not amend its comprehensive plan, land use map, zoning districts, or land use regulations to conflict with a fuel terminal’s classification as a permitted and allowable use, including an amendment that causes a fuel terminal to be a nonconforming use, structure, or development.	No
12. Section 163.3206(4) [New] Provides that if a fuel terminal is damaged or destroyed due to a natural disaster or other catastrophe, a local government must allow the timely repair of the fuel terminal to its capacity before the natural disaster or catastrophe.	No
13. Section 163.3206(5) [New] Provides that the section does not limit the authority of a local government to adopt, implement, modify, and enforce applicable state and federal requirements for fuel terminals, including safety and building standards. Local authority may not conflict with federal or state safety and security requirements.	No
14. Section 163.3246(10) Changes “rural area of critical economic concern” to “rural area of opportunity.”	No

2015: [Chapter 2015-30, sections 1-6, Laws of Florida, effective May 15, 2015; Chapter 2015-69, section 1, Laws of Florida, effective July 1, 2015]	
1. Section 163.3178, Coastal Management Element (Chapter 2015-69, section 1, Laws of Florida) • Adds a requirement that the redevelopment component of the Coastal Management Element must: • Reduce the flood risk in coastal areas that result from high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise. • Encourage removal of coastal real property from FEMA flood zone designations. • Be consistent with or more stringent than the flood resistant construction requirements in the Florida Building Code and federal flood plain management regulations. • Require construction seaward of the coastal construction control line to be consistent with chapter 161, Florida Statutes. • Encourage local governments to participate in the National Flood Insurance Program Community Rating System to achieve flood insurance premium discounts for their residents.	Yes.
2. Section 163.3175(9), Compatibility of Development with Military Installations (Chapter 2015- 30, section 1, Laws of Florida). • Deletes obsolete provisions establishing 2012 deadlines for a local government to adopt plan amendments related to military base compatibility.	No
3. Section 163.3177(6)(c)4., Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (Chapter 2015-30, section 2, Laws of Florida). • Provides that a local government that does not own, operate, or maintain its own water supply facilities and is served by a public water utility with a permitted allocation of greater than 300 million gallons per day is not required to amend its comprehensive plan in response to an updated regional water supply plan or maintain a work plan if the local government's usage of water is less than 1 percent of the public water utility's total permitted allocation. • The local government must cooperate with any local government or utility provider that provides service within its jurisdiction. • The local government must keep the element up to date in accordance with section 163.3191 (evaluation and appraisal).	No

4. Section 163.3184(2), Comprehensive Plan/Plan Amendment Procedures (Chapter 2015-30, section 3, Laws of Florida) • The list of plan amendments subject to the coordinated state review process is expanded to include plan amendments that propose an amendment to an adopted sector plan and plan amendments that propose a development that qualifies as a development of regional impact pursuant to section 380.06, Florida Statutes.	No
5. Section 163.3245, Sector Plans (Chapter 2015-30, section 4, Laws of Florida). Amends the section as follows: • For both the long-term master plan and detailed specific area plans, provisions in the Community Planning Act that are inconsistent with or are superseded by the planning standards in sections 163.3245(3)(a) and (b) do not apply. • Conservation easements may be based on digital orthophotography that meets certain criteria. • A conservation easement may include a provision for the grantor to substitute other land that meets certain criteria by recording an amendment to the conservation easement; substitution requires the consent of the grantee, which consent shall not be unreasonably withheld (sections 163.3245(3)(b)7. and 9.). • An applicant for a detailed specific area plan must transmit a copy of the application to reviewing agencies, which must provide written comments to the local government within 30 days after the applicant transmits the application (section 163.3245(3)(f)). • Authorizes the Department of Environmental Protection, the Fish and Wildlife Conservation Commission, or the water management district to accept a conservation easement provided for a detailed specific area plan as mitigation under chapters 373 and 379 and section 373.414, Florida Statutes (section 163.3245(3)(h)). • Clarifies that adoption of a long-term master plan or a detailed specific area plan does not limit the right to establish new agricultural or silvicultural uses in the sector plan or detailed specific area plan area (section 163.3245(9)). • Provides that an applicant with an approved master development order may request that the water management district issue a consumptive use permit for the same time period as the approved master development order (section 163.3245(13)). • The more specific provisions of this section supersede the generally applicable provisions of this chapter which otherwise would apply. • This section does not preclude a local government from requiring data and analysis beyond the minimum criteria established by this section (section 163.3245(15)).	No

6. Section 163.3246(11) and (14), Local Government Comprehensive Planning Certification Program – Connected-City Corridor Pilot Program [New] (Chapter 2015-30, section 5, Laws of Florida) • Deletes requirements for notice to and coordination by regional planning councils in connection with developments of regional impact within a certified local government. • Creates a connected-city corridor plan amendment pilot program. • Expresses legislative intent to encourage growth of high-technology industry and innovation through a locally controlled comprehensive plan amendment process. • Establishes Pasco County as a pilot community for connected-city corridor plan amendments for a period of 10 years. • Requires the state land planning agency to issue a written notice of certification to Pasco County by July 15, 2015 that includes the geographic boundary of the connected- city corridor and a requirement for annual or biennial monitoring reports. • Provides that the notice of certification is subject to challenge under section 120.569. • Establishes criteria for connected-city corridor plan amendments. • Provides that except for site-specific access management requirements, development in the certification area is deemed to satisfy concurrency if the County adopts a long-term transportation network plan and financial feasibility plan. • Provides an exemption from development of regional impact review. • Requires that the Office of Program Policy Analysis and Government Accountability provide a report and recommendations for implementing a statewide program to the Governor, President of the Senate, and Speaker of the House by December 1, 2024.	No
7. Section 163.3248(4), Rural Land Stewardships (Chapter 2015-30, section 6, Laws of Florida) • Deletes regional planning councils as entities that provide assistance and participate in developing a plan for the rural land stewardship area.	No
2016: [Chapter 2016-10, section 13, Laws of Florida, effective May 10, 2016; Chapter 2016-148, sections 2-4, Laws of Florida, effective July 1, 2016]	
1. Section 163.3177(6)(a)11, Amendments to Future Land Use Element to Address Military Base Compatibility (Chapter 2016-10, section 13, Laws of Florida)	No

Deletes this obsolete subsection which required local governments to transmit comprehensive plan updates or amendments to address compatibility of lands adjacent or closely proximate to existing military installations or lands adjacent to an airport to the state land planning agency by June 30, 2012.	
2. Section 163.3175(7), Financial Reporting for Ex Officio Military Representatives on Local Boards (Chapter 2016-148, section 2, Laws of Florida) Modifies this section to state that a representative of a military installation is not required to file a statement of financial interest pursuant to section 112.3145, F.S., solely due to his or her service on the local government's land planning or zoning board.	No
3. Section 163.3184, Process for Adoption of Comprehensive Plans or Plan Amendments (Chapter 2016-148, section 3, Laws of Florida) - Amends section 163.3184(2)(c) to modify the language pursuant to changes in section 380.06, F.S., to require state coordinated review of plan amendments that approve DRI- sized proposed developments; no substantive change. - Adds subsection 163.3184(5)(e)3 to provide that when an administrative law judge issues an order recommending that a plan amendment be found in compliance, the recommended order becomes the final order 90 days after issuance unless the state land planning agency issues a final order finding the amendment in compliance, refers the recommended order to the Administration Commission, or all parties consent in writing to an extension of the 90-day period. - Amends section 163.3184(7)(d), for plan amendment challenges that are subject to mediation or expeditious resolution, to provide that when an administrative law judge issues a recommended order finding an amendment in compliance, except where the parties agree or there are exceptional circumstances, the state land planning agency must issue a final order within 45 days after issuance of a recommended order; and if the final order is not issued in 45 days, the recommended order finding the amendment in compliance becomes the final order.	No No No
4. Section 163.3245(1), Sector Plans (Chapter 2016-148, section 4, Laws of Florida) Modifies this section to reduce the minimum amount of total land area required for a sector plan from 15,000 acres to 5,000 acres.	No

2017: [None]	No
2018 [Chapter 2018-34, section 1, Laws of Florida, Effective March 19, 2018; Chapter 2018-158, section 8, Laws of Florida, Effective April 6, 2018.]	
1. Sections 163.3221(4)(b)(2) and (4)(b)(8) Amends the definition of “development” to exclude work by electric utility providers on utility infrastructure on certain rights-of-way or corridors and the creation or termination of distribution and transmission corridors.	Yes
2. Sections 163.3245(3)€, (3)(e)6., and (3)(e)12 Sector Plans, updated statutory cross references.	No
3. Sections 163.3246 (11), (12), and (14) Local Government Comprehensive Planning Certification Program updated to delete references to Development of Regional Impact Review.	No
4. Section 163.3164 Definitions, added a new definition of “master development plan” or “master plan” as subsection (31) and renumbered subsequent sections.	No
2019	
1. Section 163.045 (Ch 2019-155) Tree pruning	No
2. Section 163-3164 (2019-3) Definitions - redacted	No
3. Section 163-3167 (2019-165) New City	No
4. Section 163.3175 (2019-144) Military installations	No
5. Section 163.3177 (2019-165) Citation change Ch. 380.0654 (1)(h)	No
6. Section 163. 31801(2019-165)	No

• Concurrency Re: Rational Nexus	
7. Section 163.3180 (2019-106) • Impact fees – Minimum requirements	No
8. Section 163.3187 (2019-157) • Small scale – strike cumulative acres	No
9. Section 163.3202 (2019-165) • LDR – Incorporate Preexisting DOs	No
10. Section 163.3202 (2019-155) • Electrical transmission – Permission	No
11. Section 163.3215 (2019-165) • Standing to enforce	No
12. Section 163.356 (2019-163) • CRA-Reporting	No
13. Section 163.367 (2019-163) • CRA – Code of Ethics Training	No
14. Section 163.370 (2019-163) • CRA – Powers – Purchasing	No
15. Section 163.371 (2019-163) • CRA – Reporting Requirements	No
16. Section 163.3755 (2019-163) • CRA – Termination	No
17. Section 163.3756 (2019-163) • CRA – Inactive	No
18. Section 163.387 (2019-163) • CRA – Redevelopment Trust Fund	No
2020	
1. Section 163.01 (202-27) • FL Interlocal	No

City of Deerfield Beach
Evaluation and Appraisal Report (EAR)

2. Section 163.3168 (2020-122) • Planning Innovations – State Funding	No
3. Section 163.31771 (2020-27) • Accessory DUs – Fees Permitted	No
4. Section 163.3178 (2020-2) • Coastal Management – Citation Revision	No
5. Section 163-3180 (2020-150) • Concurrency – Central Sewerage	No
6. Section 163-3180 (2020-27) • Impact Fees	No
7. Section 163.1356 (2020-2) • Impact Fees – credits	No
8. Section 163.1356 (2020-2) • CRA Creation	No
9. Section 163.511 (2020-86) Special Neighborhood District – Composition	No



April XX, 2021

Mr. Ray Eubanks
Plan Processing Administrator
Florida Department of Economic Opportunity
Caldwell Building
107 East Madison – MSC 160
Tallahassee, Florida 32399

Re: City of Deerfield Beach Evaluation and Appraisal Review (EAR) Notification Letter

Mr. Eubanks:

In accordance with Section 163.3191 F.S., Rule 73C-49 F.A.C., the City of Deerfield Beach has evaluated its Comprehensive Plan and has determined that the need exists to amend the Comprehensive Plan to reflect changes in State requirements since the last time the Comprehensive Plan was updated in 2014, along with amendments reflecting changes in local conditions.

The City understands the necessary amendments must be prepared and transmitted to the State Land Planning Agency within one year of this determination.

If you have any questions, please do not hesitate to contact me at (954) 480 4206 or epower@deerfield-beach.com. We look forward to working with you and the State Land Planning Agency throughout this process.

Sincerely,

Eric M. Power, AICP, LIAF
Planning & Development Services Director

Enclosures:

- Resolution 2021-XXXX



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-580

Agenda Date: 4/6/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS," DIVISION 13 "DEERFIELD BEACH EDUCATION ADVISORY BOARD," OF THE CITY CODE TO AUTHORIZE THE EDUCATION ADVISORY BOARD TO REVIEW APPLICATIONS AND RECOMMEND NOMINEES FOR A HIGH SCHOOL ACADEMIC SCHOLARSHIP AND TO PROVIDE FOR REMOVAL OF BOARD MEMBERS DUE TO UNEXCUSED ABSENCES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for April 20, 2021

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach re-established the Education Advisory Board ("EAB") in August 2017 and provided the purpose, membership and appointments, terms of office, and duties of the board.

Current Activity

On February 5, 2019, the City Commission approved Ordinance 2019/003, amending the City Code to authorize the EAB to review applications and recommend recipients for the Student Scholar Athlete of the Month.

At the meeting, the City Commission asked the EAB to consider recognizing non-athlete students as well. The EAB is recommending the establishment of a High School Academic Scholarship and the Elementary and Middle School Academic Achievement Award.

The Elementary and Middle School Academic Achievement Award will provide recognition to elementary and middle school students on a quarterly basis. The EAB will review nominations provided by schools within the City and recommend nominees for award to the City Commission. The High School Academic Scholarship will provide two high school students, who live within the City of Deerfield Beach, with an academic scholarship. The EAB will review applications and recommend two applicants to the City Commission for award.

The attached Ordinance amends the City Code to permit the EAB to review the

nominations/applications for these awards and recommend recipients to the City Commission. The EAB has also requested an amendment to the City Code to provide for removal of a Board Member upon having three unexcused absences in a calendar year.

On January 14, 2020, the Mayor recommended renaming the Student Scholar Athlete of the Month award to the "Bryce Gowdy Student Athlete" Award. The attached Ordinance includes this change.

Recommendation

It is recommended that City Commission approve the Ordinance.

ORDINANCE NO. 2021/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION,” ARTICLE II “BOARDS, COMMITTEES, COMMISSIONS,” DIVISION 13 “DEERFIELD BEACH EDUCATION ADVISORY BOARD,” OF THE CITY CODE TO AUTHORIZE THE EDUCATION ADVISORY BOARD TO REVIEW APPLICATIONS AND RECOMMEND NOMINEES FOR A HIGH SCHOOL ACADEMIC SCHOLARSHIP AND TO PROVIDE FOR REMOVAL OF BOARD MEMBERS DUE TO UNEXCUSED ABSENCES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the Education Advisory Board (“EAB”) was re-established in August of 2017 to promote and develop initiatives to support the educational goals of the City and its local schools; and

WHEREAS, on February 5, 2019, the City Commission approved Ordinance 2019/003, amending the City Code to authorize the EAB to review applications and recommend recipients for the Student Scholar Athlete of the Month; and

WHEREAS, at the February 5, 2019 meeting, the City Commission asked the EAB to consider recognizing non-athlete students as well; and

WHEREAS, as a result, the EAB is recommending the establishment of the High School Academic Scholarship and the Elementary and Middle School Academic Achievement Award; and

WHEREAS, the EAB has requested an amendment to the City Code to provide for removal of an EAB board member upon having three unexcused absences in a calendar year; and

WHEREAS, on January 14, 2020, the Mayor recommended renaming the Student Scholar Athlete of the Month award to the “Bryce Gowdy Student Athlete” Award; and

WHEREAS, the City Commission desires to amend City Code Section 2-205 to provide for removal of a member upon three unexcused absences in a calendar year, and amend City Code Section 2-207 to change the name of the Student Scholar Athlete of the Month award to the Bryce Gowdy Student Athlete Award, authorize the EAB to review applications for the High School Academic Scholarship and Middle School Academic Achievement Award and recommend recipients of the awards to be chosen by the City Commission.

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

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

Section 2. Chapter 2 “Administration,” Article II “Boards, Committees, Commissions,” Division 13 “Deerfield Beach Education Advisory Board” of the City Code of Ordinances is hereby amended to read as follows¹:

Chapter 2 – ADMINISTRATION

ARTICLE II. – BOARDS, COMMITTEES, COMMISSIONS

DIVISION 13. – DEERFIELD BEACH EDUCATION ADVISORY BOARD

Section 2-205. – Membership; appointment; removal.

(a) Membership. The board shall be composed of five members. A majority of the board shall constitute a quorum.

(b) Appointment. The mayor and each commissioner shall appoint one member.

(c) Removal. A member may be removed by a majority vote of the city commission without cause. A member shall be automatically removed from the board if the member has three consecutive unexcused absences in one calendar year.

Sec. 2-207. - Powers and duties.

The powers and duties of the Board shall be as follows:

- (a) Participate in information exchange via school newsletters and principals' offices with the administration of each school; and
- (b) Serve as liaison between the schools, the community and the City Commission; and

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~striketrough~~.

- (c) Coordinate 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
- (d) Promote programs and community involvement relating to education.
- (e) With permission from the Mayor, the Chair can meet with members of the Broward County School Board on behalf of the City Commission; and
- (f) Review ~~Student Scholar Athlete of the Month~~ Bryce Gowdy Student Athlete Award applications and recommend a ~~Student Scholar Athlete of the month~~ recipient to the City Commission.
- (g) Review High School Academic Scholarship applications and recommend two applicants to the City Commission.
- (h) Review nominations for the Elementary and Middle School Academic Achievement Award and recommend nominees to the City Commission.

Section 3. It is the intention of the City Commission and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, Florida.

Section 4. If any word, phrase, clause, sentence, or section of this ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

Section 5. That this Ordinance shall be in full force and effect immediately upon its passage and adoption.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2021

PASSED 2ND READING ON THIS ____ DAY OF _____, 2021

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



The City of Deerfield Beach High School Academic Scholarship Award

Purpose

The City of Deerfield Beach (the “City”) Education Advisory Board (“EAB”) established the City of Deerfield Beach Academic Scholarship Award to foster educational opportunities for high school students in the City as they prepare for post-secondary education.

Award Components

For Fiscal Year 2020/2021, Deerfield Beach EAB will select two winners. One recipient will receive a one-time \$1,000 scholarship and one recipient will receive a one-time \$750.00 scholarship for high school seniors demonstrating excellence in the classroom and in the community.

Eligibility Requirements

1. The student must be a current Deerfield Beach resident.
2. Must have a core unweighted GPA of 3.5 (minimum).
3. Must have completed a minimum of 40 hours community service in the current year or 120 hours cumulative.
4. Must have received an acceptance letter from college/university/trade school/military.
5. Must submit personal essay (up to 500 words).

Application Deadline

Please submit completed applications with all attachments to: The City of Deerfield Beach Community Development Department, 325 NW 2nd Ave, Deerfield Beach or jsalas@deerfield-beach.com by **June 1, 2021**. For questions contact Jonathan Salas at 954-480-4464 or jsalas@deerfield-beach.com.



List employment, community service activities, hobbies, and extracurricular activities:

--

Attachments:

A personal essay (please answer the following question with no more than 500 words)

Why do you think you are deserving of this award?

Two (2) character references: (letters must be in sealed envelopes)

A copy of your most recent transcript with GPA (Virtual Counselor)

Proof of acceptance or current student enrollment from the above listed school

Copy of photo identification as proof of residency

STATEMENT OF ACCURACY

I hereby affirm that all of the above stated information provided by me is true and correct to the best of my knowledge. I also consent that my picture may be taken and used for any purpose deemed necessary to promote the City of Deerfield Beach scholarship program.

I hereby understand that if chosen as a scholarship winner, according to the City of Deerfield Beach, I must provide evidence of enrollment/registration at an accredited, post-secondary institution before my scholarship is awarded.

Signature of applicant: _____

Date: _____

Signature of Parent or Guardian if under 18 years old: _____



The Deerfield Beach Elementary and Middle School Academic Achievement Award

Description

To foster academic and personal achievement, the City of Deerfield Beach Education Advisory Board ("EAB") has created the Elementary and Middle School Academic Achievement Award, a quarterly academic award given to high-performing students in the City's elementary, middle, and high schools. We invite recommendations from teachers and school administrators to select one student a quarter in grades (3-5, 6-8, 9-12) who have demonstrated one or more of the following criteria:

1. Exceptional academic ability
2. Significant improvements in academic performance
3. Strong personal character
4. Stewardship of one's environment and peers

Students who are awarded the Elementary and Middle School Academic Achievement Award will be honored with a certificate of achievement at a City Commission meeting and have a photo taken with the City Commission. Past recipients of this honor will be given additional consideration in the City's end-of-year academic awards.



Academic Award Application
2020/2021 School Year

Last Name:	First Name:
Street Address:	
City:	Zip:
Name of (current) school of enrollment:	
Grade:	
Teacher/Administrator Name:	
Name(s) of parent(s) or legal guardian(s)	
1.)	2.)
Mailing Address:	
City:	State:
Zip:	Contact:
Cell Phone:	Alternate Phone:
Email Address:	

List your academic honors, awards, and/or membership activities:



Community service activities, hobbies, and extracurricular activities:

Name of Parent or Guardian: _____

Signature of Parent or Guardian: _____

Date: _____

DRAFT



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-581

Agenda Date: 4/6/2021

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, supporting the Broward County Audit of the County Animal Care and Adoption Division, Report No. 21-05, dated December 16, 2020; urging the implementation of guidelines and best practices by the Animal Care and Adoption Division with the goal of providing better care for the dogs and cats maintained at the Broward County Adoption Shelter; 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 Broward County Adoption Shelter (the "Shelter"), located at 2400 SW 42nd Street, Fort Lauderdale, FL 33312, is maintained and operated by Broward County (the "County") through the Animal Care and Adoption Division (the "Division") for the purposes of caring for dogs and cats. The Board of County Commissioners requested that an audit of the overall operation of the Shelter be undertaken by the Broward County Office of the County Auditor.

On December 16, 2020, the Office of the County Auditor issued its audit, Report No. 21-05 (the "Audit"), finding among other things, that the operation of the Shelter does not consistently adhere to best practices and laws, and that the programs and processes utilized at the Shelter are not operating effectively. The Audit identifies that 78% of the calls from the public, the majority of which relate directly to interest in the animals, go unanswered, and that the Shelter is understaffed by 33% and needs to increase staffing by 30-35 full-time employees. The Audit also identifies that the use of volunteers has been eliminated for months, and recommends that the use of volunteers be reinstated and efficiently administered.

The current operation at the Shelter relative to animal confinement (kennels/cages) fails to meet industry standards, which require a minimum of two feet of space between defecation, feeding, and resting areas. Animals are kept in interior kennels being left in the dark for 14-18 hours a day. Additionally, the Audit indicates that basic medical care is lacking due to insufficient veterinary oversight and that outdoor canine play areas go unutilized while dogs are kept in cages day after day.

Recommendation

It is recommended that the City Commission support the Broward County Audit of the Animal Care and Adoption Division, dated December 16, 2020, and urge that all recommendations contained in the Audit be immediately implemented and adhered to by the Division.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, SUPPORTING THE BROWARD COUNTY AUDIT OF THE COUNTY ANIMAL CARE AND ADOPTION DIVISION, REPORT NO. 21-05, DATED DECEMBER 16, 2020; URGING THE IMPLEMENTATION OF GUIDELINES AND BEST PRACTICES BY THE ANIMAL CARE AND ADOPTION DIVISION WITH THE GOAL OF PROVIDING BETTER CARE FOR THE DOGS AND CATS MAINTAINED AT THE BROWARD COUNTY ADOPTION SHELTER; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Broward County Adoption Shelter (the “Shelter”), located at 2400 SW 42nd Street, Fort Lauderdale, FL 33312, is maintained and operated by Broward County (the “County”) through the Animal Care and Adoption Division (the “Division”) for the purposes of caring for dogs and cats; and

WHEREAS, the Board of County Commissioners requested that an audit of the overall operation of the Shelter be undertaken by the Broward County Office of the County Auditor; and

WHEREAS, on December 16, 2020, the Office of the County Auditor issued its audit, Report No. 21-05 (the “Audit”), finding among other things, that the operation of the Shelter does not consistently adhere to best practices and laws, and that the programs and processes utilized at the Shelter are not operating effectively; and

WHEREAS, the Audit identifies that 78% of the calls from the public, the majority of which relate directly to interest in the animals, go unanswered; and

WHEREAS, the Audit indicates that the Shelter is understaffed by 33% and needs to increase staffing by 30-35 full-time employees; and

WHEREAS, the Audit also identifies that the use of volunteers has been eliminated for months, and recommends that the use of volunteers be reinstated and efficiently administered; and

WHEREAS, the operation of the Shelter results in animals in interior kennels being left in the dark for 14-18 hours a day; and

WHEREAS, the current operation at the Shelter relative to animal confinement (kennels/cages) fails to meet industry standards, which require a minimum of two feet of space between defecation, feeding, and resting areas; and

WHEREAS, the Audit indicates that basic medical care is lacking due to insufficient veterinary oversight; and

WHEREAS, the Audit identifies that outdoor canine play areas go unutilized while dogs are kept in cages day after day; and

WHEREAS, the City Commission finds that it is in the best interest of the citizens and residents of the City to support the Broward County Audit of the Division, dated December 16, 2020 and urge the Division to implement guidelines and best practices with the goal of providing better care for the dogs and cats maintained at the Shelter.

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 of the City of Deerfield Beach supports the Broward County Audit of the County Animal Care and Adoption Division, dated December 16, 2020 and attached as Exhibit “A.”

Section 3. The City Commission expresses its concern that the Shelter fails to provide adequate care for dogs and cats, and therefore urges that all recommendations contained in the Audit be immediately implemented and adhered to by the Broward County Animal Care and Adoption Division.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Audit of the Animal Care and Adoption Division

Office of the County Auditor

Audit Report

Robert Melton, CPA, CIA, CFE, CIG
County Auditor

Audit Conducted by:

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Report No. 21-05
December 16, 2020



OFFICE OF THE COUNTY AUDITOR

115 S. Andrews Avenue, Room 520 • Fort Lauderdale, Florida 33301 • 954-357-7590 • FAX 954-357-7592

December 16, 2020

Honorable Mayor and Board of County Commissioners

At the request of the Broward County Board of County Commissioners, we have conducted an audit of the Animal Care and Adoption Division.

The objectives of our audit were to determine whether kennel operations adhere to best practices and laws; programs and processes are operating effectively; personnel are adequately trained; assets are handled correctly; and revenues and expenses are accounted for appropriately.

We conclude that kennel operations do not consistently adhere to best practices and laws. We conclude that programs and processes are not operating effectively. We conclude that personnel are adequately trained. Except as noted within this report, we conclude that assets, revenue, and expenses are handled and accounted for appropriately. Opportunities for Improvement are included in the report. Management's Response is included in Appendix D.

The audit also includes assessing the substantiation of the allegations reported by complainants. We have included a comprehensive list of allegations received and assessed, along with the disposition of each in Appendix A.

We conducted this audit in accordance with Generally Accepted Government Auditing Standards. Those standards require that we plan and perform the audit to obtain sufficient and appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

We appreciate the cooperation and assistance provided by the Animal Care and Adoption Division throughout our audit process.

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

Respectfully submitted,



Bob Melton
County Auditor

cc: Bertha Henry, County Administrator
Andrew Meyers, County Attorney
Monica Cepero, Deputy County Administrator
Leonard Vialpando, Director, Environmental Protection and Growth Management
Jeff Halsey, Director, Animal Care and Adoption Division

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EXECUTIVE SUMMARY

At the request of the Broward County Board of County Commissioners, we conducted an audit of the Animal Care and Adoption Division. We conclude that kennel operations do not consistently adhere to best practices and laws. We conclude that programs and processes are not operating effectively. We conclude that personnel are adequately trained. Except as noted within this report, we conclude that assets, revenue, and expenses are handled and accounted for appropriately.

The Animal Care and Adoption Division (ACAD) is not adequately staffed to support current operations and provide minimum standards of care without over reliance on volunteers. We estimate that ACAD is at 65% the staffing level needed to adequately provide full services to the public for the specific operations reviewed. Our analysis shows that additional staff are needed in Kennel Operations, Clinic Services, Customer Service, and key program positions such as foster, rescue, adoption, return-to-field, volunteer, outreach, and information technology. In addition, we noted that ACAD has no certified animal behaviorists to assist in identifying and treating animals with behavioral issues and additional veterinarians are needed to provide adequate medical care. In total, we recommend ACAD staffing be increased by 29.5 to 36 FTE, depending on the number of volunteers used to assist in providing enrichment and whether programs such as pet licensing are outsourced as recommended.

Lighting in kennel areas is not used in compliance with industry guidelines to maintain animal health and well-being. Animals at the facility located in the interior kennel areas are without light daily between 14 to 18 hours. Leaving animals in darkness for an excessive amount of time may impact animal medical and behavioral health.

Current work schedules are inadequate to maintain animal health and well-being or support Shelter operations. Animals are left unattended for 16 to 18 hours without interaction with either other animals or humans. Cleaning begins within one hour of opening to the public at 11 a.m. which is insufficient time to address the quantity of animal waste which builds up within the kennel contributing to offensive odors within the kennels upon opening to the public. When combined with inadequate ventilation, it creates an unpleasant experience. In addition, cleaning is still in process upon opening, resulting in hoses within walkways and wet floors which increase the risk of injury to volunteers and members of the public. Also, animals are fed shortly before opening hours increasing the likelihood that animals will produce waste during the hours the shelter is open to the public.

Kennels and cages at the shelter are not secured during the hours the shelter is open. Anyone within the shelter, including volunteers, and members of the public can open kennels and cages and remove animals without employee supervision. Uncontrolled access to kennels and cages increases risks to animals, volunteers, the public, and employees, who may have to deal with incidents that occur. Dogs shaking the kennel door are at times able to open kennel doors increasing the risk of injury to the animal, public, volunteers and employees.

Kennel areas are not adequately monitored by employees during hours the shelter is open to the public to ensure the safety of members of the public, volunteers, and animals, and reduce legal liability. We have observed kennel operations staff, cleaning, and walking dogs throughout the day while volunteers and shelter visitors are generally unsupervised in Kennel areas. Volunteers have indicated during focus groups that it is difficult to find shelter staff when assistance is required. We have observed hazards to employees, volunteers, and the public, such as spills from water bowls and the occasional urine in the walkway while volunteers and members of the public are present. During interviews with volunteers, we noted that volunteers have been bitten while attempting to handle a suddenly aggressive animal without employees being present in Kennel areas to assist.

During our review of the sanitation procedures, we noted concerns that require immediate attention. The built-in Spray Master Technology (SMT) system, a pressure cleaning system used in the shelter to clean and sanitize animal enclosures while conserving water is not working as designed and requires immediate attention. Procedures to prevent contamination and the spread of disease (Fomite control) within kennel operations need to be enhanced and immediately implemented to reduce contamination with pathogens that contribute to transmission of disease. During our daily observations, we noted that staff do not consistently adhere to appropriate anti-contamination procedures.

Standard Operating Procedures regarding behavioral health do not align with national standards. Dogs do not consistently receive behavior evaluations either during the intake process or periodically throughout shelter stays. Eleven of 50 (22%) dogs we reviewed did not receive a behavior evaluation within seven days of intake as required by the shelter's intake policies. Six of 50 (34%) dogs in the shelter between 8-30 days did not receive a behavior evaluation. In addition, animal behavior classifications are not adequately recorded within the Chameleon system or consistently supported by behavior notes. Lack of appropriate supporting documentation for behavior classifications and inadequate recording of behavior classifications within Chameleon may increase risk of injury to the animal, employees, volunteers and members of the public and may not allow an adequate historical record to justify euthanasia based on animal behavior. According to industry guidelines, assessment of an animal's behavior must begin at the time of intake. Just as care is taken to note any physical problems that may require attention, behavioral

problems (stress, fear, anxiety, aggression) that require intervention or affect how that animal can be safely handled should also be noted at the time of intake and entered into an animal's record. Actions should be taken to respond promptly to behavioral needs.

Enrichment activities at the shelter are inadequate to maintain the health and well-being of animals. There is no formal schedule, criteria, and documentation of enrichment activities for animals within the shelter. In addition, while enrichment experiences are provided, such as walks and playtime, management is unable to demonstrate if all animals participate in these experiences or the frequency of participation, because the experiences are not scheduled or documented. For example, management uses a whiteboard to document daily walks; however, the whiteboard is managed by volunteers and inconsistently updated by staff. The whiteboard is erased each day and no permanent record is retained. The lack of adequate enrichment activities may cause animals to suffer mentally, be stressed, and cause behavior to deteriorate significantly reducing the likelihood of adoption and increasing the risk of euthanasia.

During our review of the administration of the Volunteer Program, we noted that improvements are needed. There is an inadequate number of volunteers daily to meet the needs of the shelter and make up for the lack of shelter staffing noted in our report. Volunteer surveys are not performed at various stages of the program as required by the approved Volunteer Standard Operating Procedure.

The pet licensing program is ineffective and potentially results in approximately \$13 Million annually in lost revenue, based on statistics indicating the approximate number of pets in Broward County. The County issues licenses for only 17% of all pets in the County, based on statistical data. The number of licenses issued monthly appear to be decreasing year over year. For example: The number of licenses issued in December 2019 was approximately 13% lower than December of the previous year. Pet registration renewal averaged 51.4% during the five-year period reviewed. Pet registration tags are required to be issued/renewed annually, with few exceptions. In addition, we estimate cost savings of approximately \$1.1 million over a three-year period when outsourcing is combined with the change to "Forever Tags" (not required to be renewed annually). In addition, professional outsourcing could lead to better compliance, which could significantly increase revenues.

Animal enclosures do not consistently meet industry guidelines. Smaller cages/enclosures used for housing cats are too small to allow a minimum of two feet between food, urination and defecation, and resting areas. Dog kennels/enclosures do not consistently contain a soft resting place to provide comfort and prevent pressure sores from developing, as required by ASV Guidelines, without adequate documentation. During our shelter observations from February 24 – 26, 2020, we noted six kennels without a bed or bedding. Upon follow-up with management

and review of the Chameleon system, in four of six (67%) instances there was no documentation supporting the absence of a bed or bedding.

Employees and volunteers are not adequately trained on animal handling procedures. Animal handling training is currently informal and typically handled through on-the-job training, volunteers train other volunteers and employees train other employees. As a result, animal handling procedures are inconsistently applied, and standards are unclear. Industry standards indicate that adequate training is key to limiting the use of unnecessary force during handling and must be provided to anyone who will be handling animals. ACAD has incurred liability claims of \$22,000 for animal bites during the audit period for volunteers and the public and \$27,000 in workers compensation claims for animal bites for employees.

Animal inventory counts or animal census to ensure all animals are accounted for are not performed daily as required by ACAD's Daily Census procedure. For example, during the period October 1, 2019 to January 31, 2020, animal inventory counts were performed on average every five days with a range of one to 13 days.

The current process for identifying and listing animals that require Foster is informal and is not tracked within the Chameleon system to maintain an adequate history. Staff utilizes a whiteboard to record animals needing foster which is periodically erased and not used to update Chameleon, the system of record. This method does not ensure completeness, facilitate the establishment of animals' history, is not measurable, facilitate the generation of system reports, or ensure transparency and accountability.

Daily assessments of at-risk animals are not performed by the Rescue Coordinator to proactively make them available to rescue groups. Upon inquiry, we were informed by staff that there is just not enough time or staff resources to conduct daily assessments and still meet other deadlines. Rescue application files are not adequately maintained and do not consistently contain required documentation. Twenty-nine of 49 (59%) sampled rescue partners did not have complete application documentation.

Medical procedures require enhancement. Periodic medical examinations are not performed for animals in the shelter greater than 30 days. Five of 29 (17%) animals sampled, did not have documentation of a medical examination during intake within the Chameleon system. Twelve (12) out of thirty (30) (40%) animals tested were missing evidence that their initial weight was recorded at intake, and two (2) out of thirty (30) (6%) animals tested were missing evidence that the animal's weight was recorded while at the facility.

During our review of field service response activities, we noted concerns. Nineteen of 60 (32%) field service calls sampled had response times that exceeded expected response times

established in ACAD's policies and procedures. The dispatch function is performed by a designated field service officer each shift while working in the field increasing response times. Dispatch and call response activities should be segregated. While the designated field officer is responding to a call, dispatch activities cannot be efficiently performed. There are currently no formal Field Service Officer monitoring procedures. During our review of Field Service Officer activities using global position system (GPS) data, we identified several concerns. We noted longer than usual routes between call locations. Field Service Officers sometimes spent most of the shift driving on highways, instead of driving through communities to patrol. Stops were made unrelated to a specific call that appear longer than what would be considered normal or related to field officers' daily duties.

Public records requests are not responded to in a timely manner. ACAD received 599 public records requests during the period October 1, 2018 to May 22, 2020, with an average response of 43 days. As of May 22, 2020, 62 public record requests were open with an average of 314 days since the receipt date.

Customer service calls are not handled adequately. The ACAD Customer Service number received 54,548 calls during the audit period. Of those calls, 42,661 (78%) were not answered by Customer Service personnel. We found that 75% of the unanswered calls were forwarded to voicemail.

During our review, we noted ACAD does not perform periodic emergency evacuation drills of the shelter. There are many reasons the shelter may have to be evacuated including bomb threats, fire, active shooter, etc. During these situations, the lives of employees, volunteers, visitors, and animals should be considered.

The Spay and Neuter Programs are not adequately monitored for effectiveness. The spay and neuter program is driven by the budget not on data monitoring demand or increases and decreases in animal populations. Management has no method to monitor whether the program is achieving its objective.

Trust fund accounts are not managed adequately to ensure that monies are accounted for appropriately and used for the appropriate purpose. All four trust fund balances are comingled and not accounted for separately making it difficult or impossible to validate fund balances and ensure that funds are transferred and disbursed for the purposes intended by County ordinance. For example, ACAD was unable to provide the fiscal 2019 year-end fund balance for each of the four trust funds. After review of the Adoption Trust Fund, we were unable to verify that \$40,513.70 in interest income for fiscal year 2019 was allocated to the Adoption trust account. Adoption donations of \$29,131 were incorrectly recorded to the General Trust Account for fiscal year 2019.

The Pet Supermarket agreement is expired and has not been renewed or updated since September 2012. We further noted that provisions within the old agreement are still in effect today, and that monitoring and progress reports of animals at Pet Supermarket is not occurring per the terms of the agreement. The Pet Supermarket contract is required to be renewed every four years per the initial agreement.

During our review of Purchasing Card (P-Card) transactions, we noted that transactions are potentially split to circumvent the \$3,500 P-Card limit. Cardholder transactions totaling \$352,947, considered potential splits, were processed within one to seven days or there were an excessive number of monthly transactions with the same vendor. Master agreements are not consistently used to reduce costs.

The Animal Shelter has design flaws that require remediation and was not designed to support the County's goal of "No Kill". The Heating, Ventilation and Air Conditioning (HVAC) system is not adequately designed to support animal shelter operations. The current system does not adequately separate air between animal housing areas and administrative areas used by staff and members of the public. In addition, the air exhaust taking air out of the system is too close to the air intake resulting in the recirculation of bad air. Both these issues affect air quality within the building and contribute to unpleasant odors. The shelter is not designed to provide alternate housing based on length of stay, which has been identified as a risk factor for animal physical and psychological well-being. As the length of stay increases, it becomes progressively more important to provide space that is both mentally and physically stimulating. During inquiries with the Construction Management Division, they indicated there was no record or knowledge of a request to modify the construction program or adjust the design to suit the goal of "No Kill."

Exterior areas in the rear of the animal shelter used for animal enrichment (walks, playgroups) were not originally designed for that purpose and do not have adequate drainage to maintain animal health and well-being or support operations. While there are canopies installed in outdoor areas that provide some shade to reduce direct sunlight to employees, volunteers and animals on sunny days, these areas are not equally protected from inclement weather to facilitate their use for enrichment activities on rainy days. the grassy area between the building and the two fenced play areas is steeply sloped, slippery, and present a fall hazard to volunteers and employees taking dogs out for walks or enrichment. Several volunteers commented that they have slipped or have observed others slip due to the sudden slope. This is further exacerbated when walking strong dogs. Most of the area in the rear of the shelter building floods after heavy rainfall and may remain under water for extended periods affecting shelter operations.

Additional opportunities for improvement are included in our report. Our report contains a total of 135 recommendations for improvement. In addition, we assessed 87 allegations made to us by various individuals during the course of the audit, which are included in Appendix A. Management's response is included as Appendix D. We appreciate management's cooperation during the course of the audit.

INTRODUCTION

Scope and Methodology

The Office of County Auditor conducts audits of Broward County's entities, programs, activities, and contractors to provide the Board of County Commissioners, Broward County's residents, County management, and other stakeholders unbiased, timely, and relevant information for use in promoting government accountability and stewardship and improving government operations.

At the request of the Broward County Board of County Commissioners, we conducted an audit of the Animal Care and Adoption Division. Our objectives were to determine whether:

1. Kennel operations adhere to best practices and laws.
2. Programs and processes are operating effectively.
3. Personnel are adequately trained.
4. Assets, revenues, and expenses are handled and accounted for appropriately.
5. Any opportunities for improvement exist.

To determine whether kennel operations adhere to best practices and laws, we evaluated kennel operation's practices against industry practices, including intake procedures, population management, sanitation, medical services, euthanasia, behavioral health, and animal handling. We visited other shelters in the tri-county area, performed daily observations and made inquiries of appropriate personnel. In addition, we evaluated the design of the shelter and its environment.

To determine whether programs and processes are operating effectively, we reviewed policies and procedures and performed selective sample tests in the following areas: Foster Program, Rescue Program, Adoption Program, Volunteer Program, pet licensing, citations, and field operations. In addition, we reviewed governance practices and business operations such as information technology, partnerships and contract administration, public education, marketing, outreach, and customer service.

To determine whether personnel are adequately trained, we reviewed training policies and practices as well as evaluated hiring practices and certifications.

To determine whether assets, revenues and expenses are handled and accounted for appropriately, we reviewed and evaluated cash handling and procurement practices, payroll, and the use of the animal care trust fund.

The audit also includes assessing the substantiation of the allegations reported by complainants. We have included a comprehensive list of allegations received and assessed, along with the disposition of each in Appendix A.

We conducted this audit in accordance with Generally Accepted Government Auditing Standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

The audit was performed when the Animal Care and Adoption Division was working under duress from negative public pressure due to allegations of unsanitary conditions and overcrowding. Fieldwork was performed while the Division was addressing and responding to these allegations.

Our audit included such tests of records and other auditing procedures, as we considered necessary in the circumstances. The audit period was fiscal years 2019 and 2020 (through May 31, 2020). However, transactions, processes, and situations reviewed were not limited by the audit period.

Overall Conclusion

We conclude that kennel operations do not consistently adhere to best practices and laws. We conclude that programs and processes are not operating effectively. We conclude that personnel are adequately trained. Except as noted within this report, we conclude that assets, revenue, and expenses are handled and accounted for appropriately. Opportunities for Improvement are included in the report. Management's Response is included in Appendix D.

Report Organization

This report presents the results of our review of significant operational processes at the Animal Care and Adoption Division, as well as additional concerns identified, allegations reported, and recommendations designed to address our observations. As such, a significant amount of material is included herein. To facilitate the review of this information, we have separated our audit results into the following sections:

Section I: Areas of Immediate Concern

- Section II: Facility Design & Environment
- Section III: Sheltering Services
- Section IV: Licensing Services
- Section V: Clinic Services
- Section VI: Field Services
- Section VII: Customer Services
- Section VIII: Governance
- Section IX: Business Operations & Programs
- Section X: Information Systems

Allegations received by our office, along with our related conclusions on each allegation are summarized in Appendix A.

Animal Care and Adoption Division Background

Organization

The Animal Care and Adoption Division (ACAD) is an agency within the Environmental Protection & Growth Management Department. ACAD's goal is to promote responsible pet ownership and community safety, reunite the lost, rescue the neglected, increase adoptions, and reduce the pet population by offering low cost sterilization options to the community.

The Animal Care and Adoption Division is responsible for the administration of the County's animal care and adoption functions as well as the enforcement of Chapter 4 of the Broward County Code of Ordinances and Florida statutes pertaining to dogs and cats.

The Division consists of six operational sections:

1. **Sheltering Services** includes intake services for field impounds, animals brought from other municipalities, and stray and owner surrendered cats and dogs brought to the

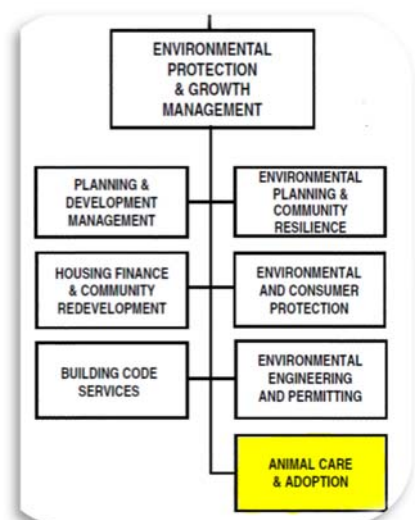


Figure 1 - Organizational Structure

facility. This section attempts to divert intake by matching citizens with needed resources. Sheltering also includes daily care of dogs and cats such as feeding, cleaning of pet housing, and adoption support for citizens.

2. **Licensing Services** is responsible for the management, data entry and distribution of rabies licenses for the entire County.
3. **Clinic Services** provides routine examinations, tests, immunizations, and treatments for dogs and cats in the ACAD's care. The Clinic's veterinary staff also provides sterilizations and emergency treatment, as necessary.
4. **Field Services** responds to requests for assistance regarding lost, sick, injured, and dangerous dogs and cats, provides community outreach, education, and enforces provisions of Chapter 4 of the Broward County Code of Ordinances.
5. **Public Education and Outreach Services** are coordinated by staff involved with lifesaving programs. This section provides adoption marketing, plans special events, coordinates foster and off-site adoption placement, offers humane education programs, and generally informs the public about Division services, alerts, events, activities, programs, ordinance enforcement, and volunteer opportunities. A monthly low-cost rabies vaccination and license clinic is coordinated by this section.
6. **Customer Service** provides public point-of-contact for various services and programs sponsored by the division.

No Kill Community Goal

In 2012, resolution No. 2012-271 was adopted, establishing a program for Broward County (County) with the goal to become a No Kill community. A No Kill community sets objectives to ensure that adoptable animals (healthy or treatable) are not euthanized even when the shelter is full. Euthanasia is reserved for terminally ill animals or those considered dangerous to public safety.

An advantage of these shelters is that they strive to keep animals alive and provide them a home. However, when these shelters are required to accept all animals, they are subject to overcrowding which may lead to poor living conditions.

Animal Care Industry Guidelines

The Association of Shelter Veterinarians (ASV) is an international organization whose mission is to improve the health and well-being of animals in shelters through the advancement of shelter

medicine. Guidelines for Standards of Care in Animal Shelters, published by the Association of Shelter Veterinarians in 2010 (ASV Guidelines), is widely implemented by the animal care industry and reference five freedoms for animal welfare (Farm Animal Welfare Council 2009) as outlined in Figure 2.

Figure 2: Five Freedoms for Animal Welfare



Farm Animal Welfare Council 2009

The Florida Animal Control Association (FACA) and the Florida Association of Animal Welfare Organizations (FAAWO) published the “Best Practices for Humane Care & High Live Release Programming (Best Practices for Humane Care) which includes comprehensive, industry minimum best practices which shelters and rescue organizations can work to develop and implement while increasing the number of animal lives saved.

While we recognize that the guidelines and best practices must be tailored for each organization, we referenced these guidelines and best practices, where applicable, throughout our audit.

SECTION I: AREAS OF IMMEDIATE CONCERN

Our audit disclosed certain areas of immediate concern that require improvement. Our audit was neither designed nor intended to be a detailed study of every relevant system, procedure, or transaction. Accordingly, the Opportunities for Improvement presented in this report may not be all-inclusive of areas where improvement may be needed.

1. The Animal Care and Adoption Division is not Adequately Staffed to Support Current Operations and Provide Minimum Standards of Care.

The Animal Care and Adoption Division (ACAD) is not adequately staffed to support current operations and provide minimum standards of care without over reliance on volunteers. We estimate that ACAD is at 65% the staffing level needed to adequately provide full services to the public for the specific operations reviewed in Table A. Our analysis examined key positions for shelter operations and programs, estimating the number of man-hours needed for each service and calculating the number of staffing resources needed for full coverage given net available working hours per full time equivalent (FTE) given the following assumptions:

- ❖ ACAD operates 7 days per week (Recommendation #14).
- ❖ Kennel operations staff operate on a 10 hour per day, 4 day per week schedule (Recommendation #13).
- ❖ Employees utilize all benefits each year, including:
 - Allotted 15 or 20-minute breaks
 - Job Basis Leave
 - Sick Leave
 - Annual Leave
 - Daily Time Adjustment
- ❖ Annual Net available working hours per FTE working an 8-hour schedule is:
 - 1525 Hours (*employees not eligible for job basis leave*)
 - 1485 Hours (*employees eligible for job basis leave*) (See Appendix C)
- ❖ Annual Net available working hours per FTE working a 10-hour schedule is:
 - 1520 (*employees not eligible for job basis leave*)

- 1480 (*employees eligible for job basis leave*) (*See Appendix C*)
- ❖ Shelter Clinic is open 7 days per week, 8-hours per day.
- ❖ Low-Cost Wellness Clinic is open 5 days per week, 8-hours per day.
- ❖ Management manages the population of animals to the shelter's design specifications of
 - 164 Dogs
 - 171 Cats

Table A shows the summary of our staffing recommendations based on our analysis.

Table A
Summary of Staffing Requirements for Selected ACAD Operations and Programs

Animal Care and Adoption Division Agency Staffing Analysis Summary					
	Operation or Program	Budgeted FTE	Current Staffing	Proposed Staffing	Additional FTE
A.	KENNEL OPERATIONS	22.5	22.5	37.5	15
	Proposed Staffing Summary:		Cleaning and Feeding	20.5	
			Enrichment	9.5	
			Behaviorist	2.5	
			Kennel Supervisor	2.5	
			Enrichment Coordinator	2.5	
B.	CLINIC SERVICES	17	16.5	26.5	9.5
	Proposed Staffing Summary:		Vet Tech Shelter Clinic	15	
			Vet Tech Low-Cost Wellness Clinic	4	
			Vet Tech Supervisor	2	
			Veterinarian – Shelter Clinic	4	
			Veterinarian – Wellness Clinic	1.5	
C.	CUSTOMER SERVICE	10	9	19	9
	Proposed Staffing Summary:		Customer Service Representative	15	
			Intake Supervisor	2	
			Customer Service Supervisor	2	
D.	FIELD SERVICE	15	14	14	-1
	Proposed Staffing Summary:		Field Service Officers	12	
			Field Service Supervisor	2	
E.	KEY PROGRAM POSITIONS	5	5	14	9
	Proposed Staffing Summary:		Foster Coordinator	2	
			Rescue Coordinator	2	
			Adoption Coordinator	2	
			Return to Field Coordinator	2	
			Volunteer Coordinator	2	
			Outreach Coordinator	2	
			Pet Supermarket Coordinator	0	
			Information Technology	2	
F.	PET LICENSING	*5.5	5.5	0	-5.5
	Totals:	75	72.5 (65%)	111	36

Additional detail supporting our staffing analysis for each operation or program is described in sections A. through F. below:

- A. Kennel operations staffing is not adequate to provide minimum standards of care.

Cleaning and Feeding

The number of Kennel Operations staff is inadequate to meet industry requirements for cleaning and feeding animals. The National Animal Control Association (NACA) and the Humane Society of the United States (HSUS 2010) recommend a minimum of 15 minutes of care time per day for each animal housed in the shelter. Management has provided documentation indicating that the shelter was designed for a capacity of 335 animals (164 dogs and 171 cats).

Based on this estimate and not the animal population which fluctuates above and below the shelter's capacity throughout the year, we applied the standard 15 minutes per animal to determine the minimum number of staff required for cleaning and feeding to be 20.5 full time equivalents (FTE) after accounting for net available work hours (*total hours - leave and holidays for one FTE*) in order to meet this minimum standard as shown in Table B.

Table B
Calculation of Minimum Staffing Requirements for Feeding and Cleaning

Calculation of Minimum Staffing Requirement (Feeding and Cleaning)	
Capacity of Dogs Per Design	164
Capacity of Cats Per Design	171
Capacity for Animals at ACAD	335
Daily Staff Hours ($335 * 15 / 60$)	83.75
<i>Given a 10-hour per day shift: It requires approximately 8.5 people (85 hours)</i>	
Number of Kennel Staff Hours Per Year ($85 * 365$)	31,025
Net Available Work Hours per FTE	1,520
Minimum Required Kennel Staff FTE	20.5

*Staffing recommendation is calculated by the County Auditor's Office based on a 7-day per week, 10-hour per day schedule as animals require feeding and cleaning daily.

Enrichment

In addition to cleaning and feeding, animals also require enrichment, which refers to a process for improving the environment and behavioral care of confined animals within the context of their behavioral needs. The purpose of enrichment is to reduce stress and improve well-being by providing physical and mental stimulation, encouraging species-

typical behaviors (e.g., chewing for dogs, scratching for cats), and allowing animals more control over their environment.

ASV Guidelines indicate that animals should receive some type of positive social interaction outside of the activities of feeding and cleaning daily (e.g. walking, playing, grooming, petting, etc.). This is especially important for animals housed long-term. While we are aware that both dogs and cats require enrichment, we focused our analysis on dogs as they require more physical interaction than cats. Guidelines are inconsistent on the amount of time required for enrichment as it can take multiple forms; however, we noted that a 10 to 20-minute timeframe is cited by various organizations. For example:

“20 minutes of well-matched physical play between dogs is equivalent in energy expenditure to a 2-hour walk.”

- <https://www.andersonanimalshelter.org/enrichment-behavior>

“for some dogs, 10 minutes of mental enrichment can be the equivalent of 30 minutes of physical activity.”

- <https://dogsdayoutseattle.com/variety-spice-life/>

For our staffing estimation, we used 15 minutes of enrichment per day per dog. We are aware that placing dogs into playgroups may gain efficiencies and enrichment may also be provided by preparing toys and food games; however, any extra time gained using these methods can be used for cat enrichment. Table C shows our calculation for minimum number of staff needed for enrichment.

Table C
Calculation of Kennel Staffing Requirements for Enrichment

Calculation of Minimum Staffing Requirement (Enrichment)	
Capacity of Dogs Per Design	164
Dogs Requiring Enrichment	164
Daily Staff Hours (164 * 15 / 60)	41
<i>For a 10-hour per day shift: It requires approximately 4 people (40 hours)</i>	
Number of Kennel Staff Hours Per Year (40 x 365)	14,600
Net Available Work Hours per FTE	1,520
Minimum Required Enrichment Staff FTE	9.5

*Staffing recommendation is calculated by the County Auditor's Office based on a 7-day per week, 10-hour per day schedule as animals require enrichment daily.

Based on the analysis above, we estimate that ACAD requires 30 full time equivalents (FTE) for cleaning, feeding and enrichment to meet minimum standards of care at capacity.

Volunteers at ACAD may be able to assist in providing enrichment allowing management to reduce enrichment staffing up to 50%.

Behaviorist

ACAD does not have a certified Animal Behaviorist or Trainer on staff to rehabilitate animals with behavioral issues and to assist in making animals more adoptable to reduce the risk of euthanasia. The County's No Kill goal has resulted in longer animal stays to maximize the opportunities for positive outcomes. Animals with behavioral issues are typically placed in isolation areas with limited access if they pose potential danger to other animals, employees, volunteers, and members of the public. Animal Behaviorists and Trainers supplement enrichment and work specifically with animals to assess and improve behavior to help in making the animal more adoptable. The Association of Animal Welfare Advancement explains:

"Behavior modification is the process of changing an animal's behavior using operant or classical conditioning. Unlike enrichment, which works to mitigate stress and the development of problematic behavior or behavioral deterioration, a good behavior modification program works toward altering an animal's problematic behavior such as fearful, aggressive, or reactive behavior. Behavior modification is often resource intensive and requires staff with a specialized skill-set."

By properly utilizing an Animal Behaviorist or Trainer, distressed animals can be identified earlier, and may result in ACAD being more proactive in identifying and resolving issues resulting in reductions in long-term stays, isolation, bite incidents, and ultimately euthanasia. Certifications for Animal Behaviorists and Trainers include:

- i. Academy of Veterinary Behavior Technicians (AVBT) certification
- ii. American College of Veterinary Behaviorists (ACVB) certification
- iii. Animal Behavior Society: Associate Certified Applied Animal Behaviorist (ACAAB)
- iv. Animal Behavior Society: Certified Applied Animal Behaviorist (CAAB)
- v. Certification Council for Professional Dog Trainers (CCPDT) certification
- vi. International Association of Animal Behavior Consultants (IAABC) certification

- vii. Certified Professional Dog Trainer- Knowledge Assessed (CPDT-KA) certification
- viii. Karen Pryor Academy Certified Training Partner (KPA-CTP) certification
- ix. Canine Training Center (CTC) certification

Table D shows the calculation of minimum staffing requirements to fill the behaviorist position for the entire year.

Table D
Calculation of Minimum Staffing Requirement for Behaviorist

Calculation of Minimum Staffing Requirement (Behaviorist)	
Daily Staff Hours	10
Number of Kennel staff Hours per year (365 x 10)	3,650
Net Available Work Hours per FTE	1,520
Minimum Required Behaviorist Staff FTE	2.5

*Staffing recommendation is calculated by the County Auditor's Office based on a 7-day per week, 10-hour per day schedule as animals require behavioral services daily.

Based on the analysis above, we estimate that ACAD requires 2.5 full time animal behaviorists to have full coverage. ACAD currently has no certified behaviorists. Thus, an additional 2.5 FTE are needed to provide sufficient staffing.

Management may be able to outsource this function to a third-party rather than retain this expertise in-house.

- B. ACAD does not have an adequate number of Veterinarians to maintain the health and well-being of animals and clinic staffing is not adequate to provide minimum standards of care.

Veterinarians

Veterinarians are responsible for handling and overseeing the medical care of animals in the Shelter Clinic and the Low-Cost Wellness Clinic. Based on job functions performed, the number of animals within the shelter, and discussions with management, we estimate that two Veterinarians per day are needed for the Shelter Clinic and one Veterinarian per day is needed to support the Low-Cost Wellness Clinic. Table E shows the calculation of minimum staffing requirements to have two veterinarians at the shelter each day for an entire year as well as staffing the rabies clinics two days each month. In addition, Table F shows the calculation of minimum staffing requirements to have one veterinarian in the wellness clinic each day for an entire year given a 5-day per week schedule.

Table E**Calculation of Minimum Staffing Requirement for Veterinarians in the Shelter Clinic.**

Calculation of Minimum Staffing Requirement (Veterinarians – Shelter Clinic)	
Daily Staff Hours (8 x 2) = 16	
Number of Staff Hours Per Year ((365 - 12) x 16))	5,648
Rabies Clinic (2 days per month x 12 x 8)	192
Total Annual Operating Hours	5,840
Net Available Work Hours per FTE	1,485
Minimum Required Veterinarian Shelter Clinic FTE	4

*Staffing recommendation is calculated by the County Auditor's Office based on a 7-day per week (minus 12 holidays), 8-hour per day schedule as animals require medical services daily.

Table F**Calculation of Minimum Staffing Requirement for Veterinarians in the Low-Cost Wellness Clinic.**

Calculation of Minimum Staffing Requirement (Veterinarians – Low-Cost Wellness Clinic)	
Daily Staff Hours (8 x 1) = 8	
Number of Staff Hours Per Year = ((52.14 (weeks) x 5) – 12days) x 8	1,990
Total Annual Operating Hours	1,990
Net Available Work Hours per FTE	1,485
Minimum Required Veterinarian Wellness Clinic Staff FTE	1.5

*Staffing recommendation is calculated by the County Auditor's Office based on a 5-day per week (minus 12 holidays), 8-hour per day schedule.

Based on the analysis above, we estimate that ACAD requires four full-time veterinarians to staff the Shelter Clinic and 1.5 Veterinarians to staff the Low-Cost Wellness Clinic. ACAD currently has three veterinarian positions. Thus, an additional 2.5 FTE are needed to provide sufficient staffing.

Shelter Clinic Veterinary Technicians

The Shelter Clinic is responsible for handling the medical care of animals for whom ACAD is responsible, including animals housed within and shelter and animals placed with foster families. Veterinary Technicians working in the Shelter Clinic perform the following daily activities with the clinical, treatment, intake, and surgery sections of ACAD:

- ❖ Administering vaccinations and vaccination boosters
- ❖ De-worming animals

- ❖ Treating animals with skin conditions and respiratory problems
- ❖ Examining animals brought to shelter from the field or by owners as well as animals within the shelter
- ❖ Assessing general behavior
- ❖ Developing treatment plans
- ❖ Referring animals to veterinarians for medical attention as needed
- ❖ Preparing animals for adoptions
- ❖ Providing care for animals awaiting surgery
- ❖ Cleaning and maintaining the clinic medical facilities and treatment areas, and ensuring treatment and surgical holding areas are free from animal body wastes, secretions, odors, and bacterial growth

Based on job functions performed, the number of animals within the shelter, and discussions with management, we estimate that eight veterinarian technicians per day (non-holiday) and approximately one Veterinarian Technicians on holidays are needed to support the operations of the clinical, treatment, intake, and surgery sections. Table G shows minimum staffing requirements for Veterinary Technicians in the Shelter Clinic.

Table G

Calculation of Minimum Staffing Requirement for Veterinary Technicians in the Shelter Clinic.

Calculation of Minimum Staffing Requirement (Veterinary Technicians – Shelter Clinic)	
Daily Staff Hours for Non-Holiday (8 x 8) = 64	
Number of Staff Hours Per Year for Non-Holiday ((365 - 12) x 64)	22,592
Daily Staff Hours for Holiday (8 x 1) = 8	
Number of Staff Hours Per Year for Holiday (12 x 8)	96
Total Annual Operating Hours	22,688
Net Available Work Hours per FTE	1,525
Minimum Required Veterinary Technician Shelter FTE	15

*Staffing recommendation is calculated by the County Auditor's Office based on a 7-day per week (minus 12 holidays), 8-hour per day schedule as animals require medical services daily.

Low-Cost Wellness Clinic Veterinary Technicians

The Low-Cost Wellness Clinic offers low-cost preventative care services to members of the public, 5-days per week. Based on job functions performed and discussions with management, we estimate that three Veterinarian Technicians per day to support the

operations of the wellness clinic. Table H shows minimum staffing requirements for Veterinary Technicians in the Low-Cost Wellness Clinic.

Table H

Calculation of Minimum Staffing Requirement for Veterinary Technicians in the Low-Cost Wellness Clinic.

Calculation of Minimum Staffing Requirement (Veterinary Technicians – Shelter Clinic)	
Daily Staff Hours (8 x 3) = 24	
Number of Staff Hours Per Year = ((52.14 (weeks) x 5)-12)	5,969
x 24	
Total Annual Operating Hours	5,969
Net Available Work Hours per FTE	1,525
Minimum Required Wellness Clinic Staff FTE	4

*Staffing recommendation is calculated by the County Auditor's Office based on a 5-day per week (minus 12 holidays), 8-hour per day schedule.

- C. Customer Service Representative staffing is not adequate to adequately support shelter operations while providing a pleasant customer service experience with minimal wait times to volunteers and members of the public. Customer Service Representatives are primarily responsible for interacting with the public and handling all transactions, including:

- ❖ Intake
- ❖ Adoptions Program
- ❖ Foster Care Program
- ❖ Pet License Registrations
- ❖ Lost and Found Pets
- ❖ In person and phone inquiries
- ❖ Accepting payments from retail sales and donations.

Based on job functions performed and discussions with management, we estimate that eight Customer Service Representatives per day are needed to support the ACAD's customer service operations. Table I shows minimum staffing requirements for Customer Service Representatives.

Table I
Calculation of Minimum Staffing Requirement for Customer Service Representatives.

Calculation of Minimum Staffing Requirement (Customer Service Representative)	
Daily Staff Hours (8 x 8) = 64	
Number of Staff Hours Per Year (365-12) x 64	22,592
Total Annual Operating Hours	22,592
Net Available Work Hours per FTE	1,525
Minimum Required Customer Service Staff FTE	15

*Staffing recommendation is calculated by the County Auditor's Office based on a 7-day per week, 8-hour per day schedule.

- D. Field Service Staffing is adequate to meet the needs of ACAD. Field Service personnel are responsible for handling calls by members of the public involving ACAD's services, including:

- ❖ Injured, sick, or stray animals
- ❖ Animal bites
- ❖ Animal abuse, neglect, and cruelty
- ❖ Pet Registration Tag Checks

Field Service Officers also perform area patrols and perform animal transportation services for ACAD.

Based on job functions performed, and discussions with management, we estimate that six Field Service Officers per day (non-holiday) and approximately one Field Service Officer on holidays are needed to support field service operations. It is management's current practice to have one Field Officer on call for 2 hours daily and 8 hours on holidays. Table J shows minimum staffing requirements for Field Service Officers.

Table J
Calculation of Minimum Staffing Requirement for Field Service Officers.

Calculation of Minimum Staffing Requirement (Field Service Officers)	
Daily Staff Hours for Non-Holiday (8 x 6) = 48	
Number of Staff Hours Per Year for Non-Holiday (365 - 12) x 48)	16,944
Daily On-Call for Non-Holiday (365-12) x 2 hours	706
Daily On-Call for Holiday (8 x 1) = 8	
Number of Staff Hours Per Year for Holiday (12 x 8)	96
Total Annual Operating Hours	17,746
Net Available Work Hours per FTE	1,525
Minimum Required Field Service Staff FTE	12

*Staffing recommendation is calculated by the County Auditor's Office based on a 7-day per week, 8-hour per day schedule as animals require medical services daily.

- E. The number of Supervisory positions, including positions that are key to the success of shelter programs is inadequate. During our review, we noted the lack of adequate supervision and quality control has contributed to many of the issues noted within this report. In many instances, positions that are critical to the operations and programs of ACAD are not staffed to allow full coverage while ACAD is open. Table K shows minimum staffing requirements for Supervisors.

Table K
Calculation of Minimum Staffing Requirement for Supervisors.

Animal Care and Adoption Division Agency Staffing Analysis				
Supervisory Position	Budgeted FTE	Current Staffing	Proposed Staffing	Additional FTE
Foster Coordinator	.5	.5	2	1.5
Rescue Coordinator	.5	.5	2	1.5
Adoption Coordinator	0	0	2	2
Return-to-Field Coordinator	1	1	2	1
Volunteer Coordinator	1	1	2	1
Outreach Coordinator	1	1	2	1
Pet Supermarket Coordinator	1	1	0	-1
Intake Supervisor	1	1	2	1
Customer Service Supervisor	1	1	2	1
Field Service Supervisor	1	1	2	1
Kennel Supervisor	1	1	2.5	1.5
Vet Tech Supervisor	2	2	2	0
Enrichment Coordinator	1	1	2.5	1.5
Information Technology	1	1	2	1
Totals:	13	13	27	14

During our analysis we noted the following:

- ❖ The Foster and Rescue Coordinator function is currently staffed by one individual which is inadequate to support these functions based on the amount of work performed and the importance of these functions to the mission of ACAD. We separated these functions as noted in Table K above.
- ❖ There is currently no Adoption Coordinator position. The Adoption Program is another key program that is important to the success of the shelter and is necessary. We added Adoption Coordinators as noted in Table K above.
- ❖ The Pet Supermarket Coordinator position is responsible for administering the Pet Supermarket Program which accounts for the adoptions of approximately 34% of cats. This program is vital; however, we believe that with the creation Adoption Coordinator positions, this function can be supervised by Adoption Coordinators, utilizing Customer Service Representatives (CSRs), Field Officers, and Vet Techs to facilitate the paperwork needed transportation, and medical needs of these animals. We removed this position as noted in Table K above.

- F. Management uses five full-time temporary workers and one dedicated part-time employee (PT-19) to process license tag sales information in addition to oversight and support provided by the Business Manager, Purchasing Agent, and Information Technology Specialist. Due to the ineffectiveness of this program as noted in Opportunity for Improvement No. 13, we are recommending that this program be outsourced, and the associated staff removed or repurposed.

Without adequate staffing, ACAD will not be able to effectively meet its objectives. While we see the lack of staffing as a significant issue, it does not necessarily mean that additional resources are the solution to all issues noted within this report. Recommendations within this report address the need to standardize shelter procedures, incorporate industry standards and best practices and ensure accountability and management controls.

Our staffing analysis focused solely on ACAD's programs and operations except for information technology resources which we determine to be essential. Administrative and clerical positions at ACAD were not evaluated.

Recommendation 1

- ❖ Hiring or outsourcing behaviorists, which may reduce proposed staffing by 2.5 FTE

Recommendation 2

We recommend management evaluate administrative and clerical position staffing for adequacy.

2. ACAD has not Established the Shelter's Maximum Capacity for Care.

ACAD has not established the shelter's capacity for care. According to ASV Guidelines, the number of animals that ACAD can adequately care for is determined by the number of appropriate housing units; staffing for programs or services; staff training; average length of stay; and the total number of reclaims, adoptions, transfers, release, or other outcomes.

Establishing the shelter's capacity for care is therefore significant in determining policies and strategies for operating within the Shelter's capacity while working to achieve the County's no

kill goal. Upon inquiry, the Interim Director stated that a former Director was working on determining the shelter's maximum housing capacity, but the effort stalled after he resigned. In addition, Best Friends Shelter conducted a shelter assessment of ACAD in November 2018 which found that the shelter was operating above its capacity for care. ACAD promised to remedy the problem by increasing adoptions and fosters, as well as adjusting staffing levels to ensure that the animals are provided humane care.

Every sheltering organization has a maximum capacity for care, and the population in their care must not exceed that level. According to Best Practices for Humane Care, it is typical that during summer months, organizations in Florida are pushed far beyond their limits in terms of the number of animals that can be properly cared for. For this reason, FACA and FAAWO believe that organizations should determine which programs may help them operate within their capacity for care.

Failure to establish capacity for care results in unwanted outcomes including:

- ❖ Delays or failure to provide necessary care;
- ❖ Substandard housing due to overcrowding;
- ❖ Increased ratio of animals to staff leading to increased staff and animal stress;
- ❖ Haphazard mixing of animals;
- ❖ Increased risk of infectious disease exposure; and
- ❖ Increased negative interactions between animals.

According to ASV Guidelines these outcomes prolong average lengths of stay for animals, leading to increased daily population, which further taxes the organization's capacity for care, worsens conditions, and threatens animal well-being.

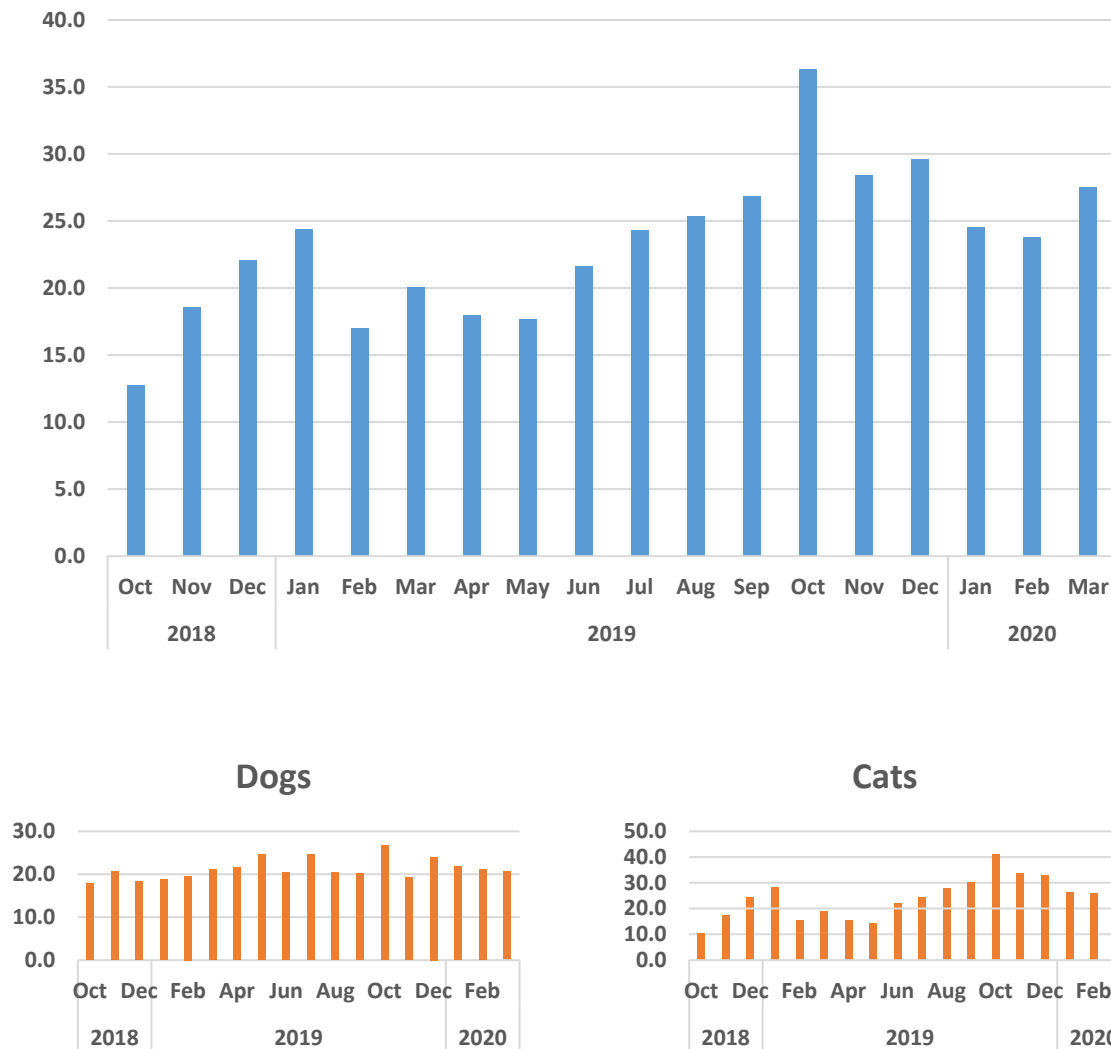
Recommendation 3

We recommend management define its capacity for care and update standard operating procedures with protocols to maintain the shelter's population within this capacity while pursuing the County's no kill goal.

3. The Average Length of Stay for Animals has Increased Throughout the Audit Period.

The average length of stay for animals within the shelter has increased throughout the period October 2018 to March 2020 as shown in Figure 3.

Figure 3: Average Length of Stay for Animals Entering the Shelter From October 2018 to March 2020 (in Days).



Compiled by County Auditor based on data extracts from Chameleon

According to the Association of Shelter Veterinarians Guidelines (ASV Guidelines), length of stay is a risk factor for animal illness in shelters and has a dramatic effect on the experience and needs of animals in shelter care. Length of stay measures the time that an animal stays at a shelter. It

is an important measurement because it directly impacts the number of animals sheltered at any given time. As the length of stay increases beyond 1 to 2 weeks, shelters should provide additional space that is both mentally and physically stimulating as well as alternatives to traditional housing, increasing cost.

According to Best Practices for Humane Care, organizations should in general, work with a “quick-in, quick-out” philosophy. ACAD is not currently equipped to provide additional space or alternatives to traditional housing because the facility was designed for short-term handling of animals as noted in Opportunity for Improvement No. 4. As average length of stay increases, there is an increased likelihood that the shelter will exceed its capacity for care.

Recommendation 4

We recommend management monitor the average length of stay for dogs, cats, puppies, and kittens to determine what animals move most quickly out of the shelter and to identify bottlenecks in the animal flow through the shelter. All efforts need to be made to minimize the length of stay for animals with an emphasis on a live release outcome.

Recommendation 5

We recommend management work to create additional community partnerships to decrease the average length of stay.

4. Animal Shelter has Design Flaws that Require Remediation and was not Designed to Support the County’s Goal of “No Kill”.

During our review of the animal shelter, we noted the following concerns:

- A. The Heating, Ventilation and Air Conditioning (HVAC) system is not adequately designed to support animal shelter operations. The current system does not adequately separate air between animal housing areas and administrative areas used by staff and members of the public. In addition, the air exhaust taking air out of the system is too close to the air intake resulting in the recirculation of bad air. Both these issues affect air quality within the building and contribute to unpleasant odors.

In August 2019, Mechanical Air Concepts conducted an evaluation of the HVAC system, and in November 2019, Delta G Consulting Engineers, working with Saltz Michelson Architects, prepared an assessment for the County which identified deficiencies with the HVAC system within the Shelter. The recommendations included the following:

- i. Provide a 100% outside air unit for the lobby and all corridors in the administration area and in the kennels. (Separate the animal occupancies from the human occupancies.)
- ii. Increase the air exchange rate to minimum 10 air exchanges per hour.
- iii. Provide dedicated exhaust fans for all animal occupancies.
- iv. Add filtration to the exhaust grilles in the kennels, if practical, or provide consistent maintenance of the grilles.
- v. Extend the outside air intakes on the roof away from the air exhaust locations.
- vi. Modify the existing Aeon unit controllers with Siemens control as required to allow the remote changing of unit parameters.

As of July 31, 2020, the implementation of these recommendations was still in process. The HVAC system should be appropriately designed to maintain adequate temperature and humidity, as well as maintain appropriate air quality level to maintain the health and well-being of animals, volunteers, employees, and members of the public.

- B. The Animal Shelter was not designed with the County's "No Kill" goal as a requirement. We noted that the design of the facility does not appear to adequately address the County's following objectives to support "No Kill".
- i. The shelter is not designed to provide alternate housing based on length of stay, which has been identified as a risk factor for animal physical and psychological well-being. As the length of stay increases, it becomes progressively more important to provide space that is both mentally and physically stimulating. According to the Association of Shelter Veterinarians' guidelines, for animals housed long term the physical environment must include opportunities for:
 - a. Hiding, playing, resting, feeding, and eliminating.
 - b. Protected indoor-outdoor access. Outdoor spaces must be suitable enclosed to protect from adverse weather, vandalism, and prevent escape or predation.
 - c. Group housing and participation in supervised playgroups for exercise and social enrichment.

Resolution No. 2012-271 by the Broward County Board of County Commissioners pertaining to the establishment of a program for Broward County with the goal of becoming a no kill community was approved on April 3, 2012. By this time, the shelter's predesign phase was complete, and the schematic design phase was in process. See construction project timeline in Table L.

Table L
Animal Shelter Construction Project Timeline

NTP for Schematic Design	2/12/2010	
NTP for Schematic Design (Continued)		9/10/2012
NTP for Construction Documents	1/17/2014	9/29/2014

During inquiries with the Construction Management Division's staff, they indicated there was no record or knowledge of a request to modify the construction program or adjust the design to suit the policy. Enhancements to the shelter may be possible to more adequately support the County's "No Kill" goal.

Recommendation 6

We recommend management implement all recommendations in the consultant reports to address issues with the HVAC System.

Recommendation 7

We recommend management review current shelter design and develop a plan for enhancements that would support the County's "No Kill" goal.

5. Exterior Areas Used for Animal Enrichment Activities are Inadequate and do not Have Adequate Drainage Affecting Animal Health and Shelter Operations.

Exterior areas in the rear of the animal shelter used for animal enrichment (walks, playgroups) were not originally designed for that purpose and do not have adequate drainage to maintain animal health and well-being or support operations. During our review we noted the following concerns:

A. The area at the rear of the shelter used for animal enrichment was not designed for that purpose and is inadequate to maintain the health and well-being of animals. During our review, we noted the following concerns:

- i. The area is a mixture of grass and sand, as shown in Figure 4, which cannot be sanitized. The area is intended for use by individual and groups of animals and management should consider using a synthetic turf which can be sanitized to prevent the spread of disease.



- ii. While there are canopies installed in outdoor areas that provide some shade to reduce direct sunlight to employees, volunteers and animals on sunny days, these areas are not equally protected from inclement weather to facilitate their use for enrichment activities on rainy days. As noted in B (*below*), these areas have poor drainage. In addition, due to a lack of covering, these areas cannot be used during and after any rainfall. Volunteers commented that the area gets muddy after rain.

In addition, as shown in Figure 5, a play area exists in the southwest corner of the building. This area has three sails that provide some shade on sunny days. The area is made of concrete and has a small area of Astroturf. The area has been

reported to get very hot during summer months making it uncomfortable for employees, volunteers, and members of the public.



Figure 5 - Play area attached to the southwest corner of the building.



- iii. As shown in Figure 6, the grassy area between the building and the two fenced play areas is steeply sloped, slippery, and presents a fall hazard to volunteers and employees taking dogs out for walks or enrichment. Several volunteers commented that they have slipped or have observed others slip due to the sudden slope. This is further exacerbated when walking strong dogs.

During conversations with the Construction Management Division, they commented that the area where the two fenced/shaded structures are installed, was not originally designed to house the units. The area needs to be redesigned and evaluated to accommodate the current units/structures.

- B. Most of the area in the rear of the shelter building floods after heavy rainfall and may remain under water for extended periods affecting shelter operations.

Example 1: On December 23, 2019 after approximately 10



inches of rainfall over several days, almost the entire rear of the shelter remained under water as shown in Figure 7, including areas where County vehicles are parked as a result of the lack of paved parking spaces noted in Opportunity for Improvement No. 18 as shown in Figure 8.

Example 2: On January 24, 2020, after overnight rain, we observed pooling water in areas used for walking dogs. The pools of water remained for at least one day as shown in Figure 9.

Example 3: Some areas have permanently ponding water that has been consistently present throughout the course of our audit as shown in Figure 10.



Figure 9 - Ponding in Rear of the Facility on January 24, 2020

ASV Guidelines indicate that *“Standing water should not be allowed to accumulate in areas around the shelter because many pathogens thrive, and mosquitoes breed readily in these moist environments.”*

Drainage of exterior areas should be sufficient to ensure the area is useable to support critical operational activity such as enrichment in order to maintain the health and well-being of animals.

- C. Areas designed to temporarily hold standing water are not proactively treated to prevent the spawning of mosquitos. Failure to adequately control the mosquitos around the shelter spread the heartworm disease among the dog population and may potentially affect the health of employees and volunteers. During focus group meetings, volunteers commented that the area becomes infested with mosquitos during the summer months when there is frequent rainfall. See an example water retention area in Figure 11.



Upon inquiry, management indicated that the water retention ponds are required by Broward County's code to accommodate runoff from the parking lot and the roof, and when customer complaints are received, the Mosquito Control Division is contacted to spray the area.

As a result of the potential health impact to animals, volunteers, and employees, management should proactively and periodically have water retention ponds treated for mosquitos with increasing frequency during the summer months.

Recommendation 8

We recommend management redesign play and enrichment areas to ensure suitability for this purpose. Management should ensure the areas:

- A. Can be adequately sanitized by considering a mixture of natural grass and synthetic turf.
- B. Have sufficient shade and protection from inclement weather to facilitate daily operations.
- C. Are adequately graded or leveled to reduce the risk of fall and injury to employees, volunteers, and members of the public.

Recommendation 9

enrichment activities.

Recommendation 10

We recommend management proactively and periodically have water retention ponds treated for mosquitos with increasing frequency during the summer months.

6. Lighting in Kennel Areas is not Used in Compliance with Industry Guidelines to Maintain Animal Health and Well-being.

Animals at the facility located in the interior kennel areas are without light daily between 14 to 18 hours. On Tuesdays through Sundays, lighting is turned off between 6 p.m. and 10 a.m. the following day. During the six-day period, animals in interior kennel areas are in darkness for approximately 16 hours. On Mondays and holidays the facility is closed to the public and kennel staff work from 8 a.m. to 4:30 p.m. As a result, lighting is turned off between 4 p.m. and 4:30 p.m. until 10 a.m. On these days, animals in interior kennel areas are in darkness from 17.5 to 18 hours. Table M and Table N show the results of our review of security cameras for two kennel areas over two seven-day periods in February 2020.

Table M

Lighting Observations for Kennel Area 1 From February 17 – 23, 2020

Day/Date	Lights on	Lights off	Estimated Hours of Darkness
Monday / February 17, 2020	8:09 a.m.	6:21 p.m.	13.5 hours
Tuesday / February 18, 2020	10:01 a.m.	6:00 p.m.	16 Hours
Wednesday / February 19, 2020	9:36 a.m.	5:58 p.m.	15.5 Hours
Thursday / February 20, 2020	8:15 a.m.	6:02 p.m.	14.5 Hours
Friday / February 21, 2020	10:03 a.m.	6:00 p.m.	16 Hours
Saturday / February 22, 2020	10:02 a.m.	6:36 p.m.	15.5 Hours

Sunday / February 23, 2020	10:04 a.m.	6:07 p.m.	16 Hours
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Table N**Lighting Observations for Kennel Area 2 From February 24 – March 1, 2020**

Tuesday / February 25, 2020	9:20 a.m.	6:43 p.m.	14.5 Hours
Thursday / February 27, 2020	10:00 a.m.	6:06 p.m.	16 Hours
Saturday / February 29, 2020	10:00 a.m.	6:00 p.m.	16 Hours

Lighting to kennel areas is turned off at the end of each shift. Based on guidelines established by the Association of Shelter Veterinarians, "Facilities should be designed to offer as much natural light as possible. When artificial light is used, it should closely approximate natural light in both duration and intensity. Adequate amounts of darkness are as important as light. Light and darkness should be provided so that they support the natural (circadian) rhythms of wakefulness and sleep." While there are some kennels in the shelter exposed to natural light, the majority are not, resulting in 16 to 18 hours of darkness for most animals in the shelter. Leaving animals in darkness for an excessive amount of time may impact animal medical and behavioral health.

Recommendation 11

We recommend management design and implement lighting schedules that support the natural (circadian) rhythms of wakefulness and sleep for sheltered animals as indicated by ASV Guidelines.

7. Current Work Schedules are Inadequate to Maintain Animal Health and Well-being or Support Shelter Operations.

During our review of kennel operations, we noted the following:

A. Kennel staff work 8-hour shifts, 10 a.m. to 6:30 p.m. on Tuesdays through Sundays and work 8 a.m. to 4:30 p.m. on Mondays and holidays when the facility is closed to the public. As a result:

- i. Animals are left unattended for 16 to 18 hours without interaction with either other animals or humans. Leaving animals unattended for an excessive amount of time may impact animal medical and behavioral health.
- ii. Cleaning begins within one hour of opening to the public at 11 a.m., which is insufficient time to address the quantity of animal waste that builds up within the kennel contributing to offensive odors within the kennels upon opening to the public. When combined with inadequate ventilation noted in Opportunity for Improvement No. 4, it creates an unpleasant experience.
- iii. Cleaning is still in process upon opening, resulting in hoses within walkways and wet floors, which increase the risk of injury to volunteers and members of the public, as shown in Figure 12.



Figure 12: Images taken on February 28, 2020 at 2:56 p.m.

- iv. Animals are fed shortly before opening hours increasing the likelihood that animals will produce waste during the hours the shelter is open to the public.

Other work schedules should be utilized to reduce the number of hours animals are currently left unattended and in darkness. For example, Table O shows work shifts in Miami-Dade and Palm Beach Counties compared to Broward County.

Table O
Work Shifts at Miami-Dade, Palm Beach, Broward Counties' Shelters

Shelter	Work Shifts	No. of Days Open to the Public	Hours Open to the Public
Broward County Animal Care & Adoption Division	Monday (8 a.m. to 4:30 p.m.) Tuesday – Sunday (10 a.m. to 6 p.m.)	6 days per week	Monday (Closed) Tuesday – Sunday (11 a.m. to 6 p.m.)
Miami-Dade Animal Services Pet Adoption & Protection Center	Monday – Sunday (5:30 a.m. to 7 p.m.)	7 days per week	Monday – Friday (10 a.m. to 6:30 p.m.) Saturday – Sunday (10 a.m. to 4 p.m.)
Palm Beach County Animal Care and Control	Monday – Sunday (7 a.m. to 7 p.m.) Holidays (7 a.m. to 1 p.m.)	7 days per week	Monday – Friday (11 a.m. to 6 p.m.) Saturday (10 a.m. to 5 p.m.) Sunday (11 a.m. to 4 p.m.)

Adjusting work hours and shifts more in alignment with other County shelters would reduce the number of hours animals are left unattended. Failure to attend to animals timely may affect their health and well-being.

- B. ACAD is not open to the public 7 days a week in alignment with other County shelter operations. As shown in Table O, ACAD is open 6 days per week and is the only County shelter in the tri-county area that is not open to the public 7 days per week. Providing services 7 days per week, ensures the same level of animal care each day and facilitates more opportunities for adoptions, foster, and rescue.

Recommendation 12

Recommendation 13

operations staff to accomplish the workday recommendation in Recommendation 12 above.

Recommendation 14

We recommend management open the shelter to the public 7 days a week in alignment with Miami-Dade and Palm Beach Shelters.

8. Kennels are not Appropriately Secured or Monitored During the Hours the Shelter is Open Increasing Risks to the Animals, Public, Volunteers, and Staff.

During our review of kennel operations, we noted the following:

- A. Kennels and cages at the shelter are not secured during the hours the shelter is open. Anyone within the shelter, including volunteers, and members of the public can open kennels and cages and remove animals without employee supervision. Uncontrolled access to kennels and cages increases risks to animals, volunteers, the public, and employees, who may have to deal with incidents that occur. For example, on February 11, 2020, we observed an unaccompanied minor (less than 12 years old) open a cat enclosure and retrieve a cat. When questioned, the minor



Figure 13 - Unsecured dog kennel latch can be opened by anyone

indicated that his family was going to adopt the cat. Figure 13 shows an image of a kennel latch.

- B. Dogs shaking the kennel door are at times able to open kennel doors increasing the risk of injury to the animal, public, volunteers and employees. For example, on January 22, 2020, while the facility was open to the public, we observed that a dog was able to free himself from Kennel 177B-189. A volunteer, who happened to be present was able to retrieve and return the dog to the kennel without incident. Upon further inquiry, both volunteers and employees have acknowledged that dogs are able to get loose from time to time.
- C. Kennel areas are not adequately monitored by employees during hours the shelter is open to the public to ensure the safety of members of the public, volunteers, and animals, and reduce legal liability.

- a. We have observed kennel operations staff, cleaning, and walking dogs throughout the day while volunteers and shelter visitors are generally unsupervised in Kennel areas. Volunteers have indicated during focus groups that it is difficult to find shelter staff when assistance is required.
- b. We have observed hazards to employees, volunteers, and the public, such as spills from water bowls and the occasional urine in the walkway while volunteers and members of the public are present.
- c. During interviews with volunteers, we noted that volunteers have been bitten while attempting to handle a suddenly aggressive animal without employees being present in Kennel areas to assist.



Figure 14 - Urine in walkway during hours open to public at 11:10 am on January 24, 2020.

Animals should be adequately secured while the shelter is open to the public, and employees should be actively monitoring kennel areas to ensure the safety of members of the public, volunteers, and animals.

Recommendation 15

We recommend management evaluate and implement procedures to lock kennels and cages while the shelter is open to the public.

Recommendation 16

hours.

Recommendation 17

We recommend management restrict the removal of animals from the kennels to employees only.

9. Sanitation and Fomite Control Systems Within Kennel Operations are Inadequate.

During our review of the sanitation procedures, we noted the following concerns that require immediate attention:

- A. The built-in Spray Master Technology (SMT) system, a pressure cleaning system used in the shelter to clean and sanitize animal enclosures while conserving water is not working as designed and requires immediate attention. The system has never had enough pressure to service multiple areas within the building at once. As a result, employees use spray bottles to deliver sanitizing agents and hoses for rinsing, which is not as efficient a method as a working SMT system.
- B. Procedures to prevent contamination and the spread of disease (Fomite control) within kennel operations need to be enhanced and immediately implemented to reduce contamination with pathogens that contribute to transmission of disease. A fomite is an

object that may be contaminated. Examples include cleaning instruments, the human body, and clothing; therefore, any complete sanitation protocol must address proper hygiene for shelter staff, volunteers, and visitors. The ASV Guidelines indicate that:

“All equipment that comes in contact with animals (e.g., muzzles, medical and anesthetic equipment, humane traps, gloves, toys, carriers, litterboxes, food bowls, bedding) including cleaning supplies should be either readily disinfected or discarded after use with a single animal.”

“Protective garments (e.g., gowns, gloves, and boots or shoe covers) should be worn during cleaning or other intensive animal-handling activities such as treatment of sick animals or euthanasia and changed before going on with other activities of the day.”

Procedures are not adequate to require:

- i. Kennel operations staff, volunteers, and visitors to adequately sanitize hands before and after handling animals and potentially contaminated items.
- ii. Kennel operations staff to wear protective garments when handling vulnerable populations and changing garments after handling an animal with a diagnosed or suspected illness.
- iii. Kennel operations staff to sanitize all equipment that comes into contact with animals (e.g., pooper scoopers, squeegees, brushes, and gloves) in between sections.

During our daily observations, we noted that staff do not consistently adhere to appropriate anti-contamination procedures including:

- i. Kennel operations staff using same gloves to clean multiple sections of the shelter.
- ii. Lack of appropriate protective garments worn by staff in isolation rooms and kennels to prevent injury and to prevent contamination.
- iii. Kennel operations staff using the same equipment to clean multiple sections of the shelter without adequate sanitation between sections.

Adequate disease transmission control procedures in line with industry guidelines should be implemented to reduce the likelihood that contaminants and disease are spread throughout the facility.

Recommendation 18

We recommend management immediately repair and/or enhance the SMT system so that it works as intended.

Recommendation 19

We recommend management document disease transmission control procedures for kennel operations and ensure periodic training is conducted for all shelter staff and volunteers to ensure:

- A. Adequate hand sanitization;
- B. Appropriate use of protective garments; and
- C. Adequate sanitization of equipment.

10. Behavioral Health Practices and Protocols are not Appropriate to Maintain Animal Health and Well-being.

- A. Standard Operating Procedures (SOP) regarding behavioral health do not align with national standards. Current SOPs do not include appropriate procedures for enrichment activities, documentation and tracking of enrichment, and monitoring of animal behaviors. We noted behavioral health procedures do not include the following elements recommended by ASV Guidelines and the ASPCA "Position Statement on Shelter Dog Behavior Assessments":

Behavioral

- ❖ Ongoing assessment of each animal's behavior throughout the animal's stay in the shelter.
- ❖ Staff and volunteer training on identifying and recording/reporting behaviors.
- ❖ Guidance for daily monitoring to detect trends or changes in well-being and response to behavioral needs.
- ❖ Standardized behavior examination forms.
- ❖ Assessment of the appropriateness of housing that meets the behavioral needs of the animals to minimize stress.

- ❖ Training programs for dogs and cats to teach basic obedience commands as an important source of stimulation and social contact.
- ❖ “Alternatives to traditional cage housing (e.g., large enriched cages, home or office foster care, room housing) for any animal staying in a shelter long term.”
- ❖ Which national standards are followed by ACAD regarding assessment of animal behavior.

Current policies and procedures are limited and insufficient to ensure staff and volunteers are following appropriate national standards and protocols when assessing animals' behaviors. Without clear protocols an animal's behavior may be misdiagnosed causing potential risk to staff, volunteers, and members of the public who are interacting with animals.

- B. Dogs do not consistently receive behavior evaluations either during the intake process or periodically throughout shelter stays. We selected a sample of 50 dogs that entered the shelter during the audit period and noted the following:
- i. Eleven of 50 (22%) dogs did not receive a behavior evaluation within seven days of intake as required by the shelter's intake policies.
 - ii. Six of 50 (34%) dogs in the shelter between 8-30 days did not receive a behavior evaluation.
 - iii. Three of 9 dogs (33%) in the shelter over 30 days did not receive a periodic evaluation.
- C. Behavior Dots which represent animal behavior classifications are not adequately recorded within the Chameleon system or consistently supported by behavior notes. For example, dogs with a red dot are difficult to remove from the kennel, fearful, and display offensive or defensive aggression, while dogs with a purple dot show concerning behaviors around other dogs. During our review of dogs with a red or purple classification, we noted the following:
- i. For 9 of 9 dogs (100%) reviewed, the behavior classification was not recorded in the behavior field within the Chameleon record.
 - ii. For 5 of 9 (56%) dogs reviewed, the behavior classification was not recorded within the animal record in the Chameleon system.
 - iii. For 1 of 9 (11%) dogs reviewed, the behavior classification was not adequately supported by behavior notes within the animal record.

Staff is not consistently entering behavior notes and behavior classifications within Chameleon. In addition, we noted that behavior notes are typically entered into the overall memo field rather than behavior field restricting management's ability to prepare reports of animals with behavioral issues from Chameleon. Lack of appropriate supporting documentation for behavior classifications and inadequate recording of behavior classifications within Chameleon may increase risk of injury to the animal, employees, volunteers and members of the public and may not allow an adequate historical record to justify euthanasia based on animal behavior.

- D. Known behavior concerns are not consistently disclosed to potential adoption and foster families. We noted one of 19 (5%) animals returned where known behavior concerns were not disclosed prior to adoption or foster. Behavioral and medical concerns are required to be updated and disclosed to the potential adopter or foster parent prior to release. This reduces the return rate and ensures full disclosure between the shelter and the public. Failure to disclose behavioral and medical concerns to the public may result in animals being returned to the shelter and increased legal risk to the County.

According to industry guidelines, assessment of an animal's behavior must begin at the time of intake. Just as care is taken to note any physical problems that may require attention, behavioral problems (stress, fear, anxiety, aggression) that require intervention or affect how that animal can be safely handled should also be noted at the time of intake and entered into an animal's record. Actions should be taken to respond promptly to behavioral needs. In addition, ongoing assessment of each animal's behavior should continue throughout the animal's stay in the shelter. As noted in Opportunity for Improvement No. 1, adding a behaviorist will enable ACAD to improve the timeliness and accuracy of behavioral assessments.

Failure to perform behavior assessments timely may hamper management's ability to identify behavioral issues that require remediation to facilitate positive outcomes. Failure to perform periodic assessments for animals in the shelter may hamper management's ability to proactively identify changes to animal behavior that require intervention.

Recommendation 20

We recommend management enhance behavioral health practices and protocols to align with national standards as indicated in A above.

Recommendation 21

over 30 days.

Recommendation 22

We recommend management ensure behavior classification for animals are:

- i. Adequately supported by behavior notes within the animal record.
- ii. Recorded within the animal record to reflect the behavioral classification on the animal kennel card.
- iii. Entered into the behavior field rather than the overall memo field.

Recommendation 23

We recommend management ensure appropriate procedures are in place and are consistently followed to disclose known behavioral or medical conditions to the public prior to releasing the animal into their custody.

11. Enrichment Activities in the Shelter are Inadequate to Maintain Animal Health and Well-being.

Enrichment activities at the shelter are inadequate to maintain the health and well-being of animals. “Enrichment refers to a process for improving the environment and behavioral care of confined animals within the context of their behavioral needs. The purpose of enrichment is to reduce stress and improve well-being by providing physical and mental stimulation, encouraging species-typical behaviors (e.g., chewing for dogs, scratching for cats), and allowing animals more control over their environment. During our review, we noted:

- A. There is no formal schedule, criteria, and documentation of enrichment activities for animals within the shelter. A formal enrichment program should be established that defines which activities are performed, how often, and which animals are eligible to participate. In addition, while enrichment experiences are provided, such as walks and playtime, management is unable to demonstrate if all animals participate in these experiences or the frequency of participation, because the experiences are not scheduled

or documented. For example, management uses a whiteboard to document daily walks; however, the whiteboard is managed by volunteers and inconsistently updated by staff. The whiteboard is erased each day and no permanent record is retained. An enrichment program should include:

- i. Provision of positive experiences in daily routines.
- ii. Guidance giving enrichment the same significance as other components of animal care, such as nutrition and veterinary care.
- iii. Regular positive daily social interactions with humans.
- iv. Regular social contact, mental stimulation, and physical activity.

- B. Kennel operations staffing is inadequate to provide enrichment to sheltered animals. There is one Enrichment Coordinator position which was vacant for approximately three months during the audit period. This position is typically supported by kennel operations personnel to organize and support enrichment activities, including playgroups. However, because of current work schedules and the lack of staffing, both the Enrichment Supervisor and kennel operations staff are primarily involved in sanitation activities throughout the day, with little time left over for enrichment.

Per ASV Guidelines:

“Enrichment should be given the same significance as other components of animal care and should not be considered optional.”

Enrichment programs mitigate the development and expression of abnormal and/or problematic behavior and contribute to the overall well-being of the animals in the shelter environment. The lack of adequate enrichment activities may cause animals to suffer mentally, be stressed, and cause behavior to deteriorate significantly reducing the likelihood of adoption and increasing the risk of euthanasia.

Recommendation 24

We recommend management develop and implement a formal enrichment program to maintain the health and well-being of animals that includes the types of animals eligible to participate, the frequency of the activity and documentation required to track the performance of the activity. Staffing recommendations in Opportunity for Improvement No. 1 contemplate the use of additional kennel operations staff for enrichment.

12. Administration of the Volunteer Program Requires Enhancement.

During our review of the administration of the Volunteer Program, we noted the following concerns:

- A. There is an inadequate number of volunteers daily to meet the needs of the shelter and make up for the lack of shelter staffing noted in Opportunity for Improvement No. 1. Volunteers are used to augment shelter staffing and enrich the lives of animals; however, due to the lack of staffing, there is an over reliance on volunteers to meet minimum standards of care. This is especially noted on days that the shelter is closed to the public where fewer dogs are likely to receive walks.

According to management, with current staffing levels the shelter needs 25 volunteers per day for all eligible tasks. We reviewed volunteer data for 470 days (the audit period) and noted the number of volunteers averaged 17, daily. The shelter had less than 25 volunteers 363 days or 77% of the days reviewed as shown in Table P.

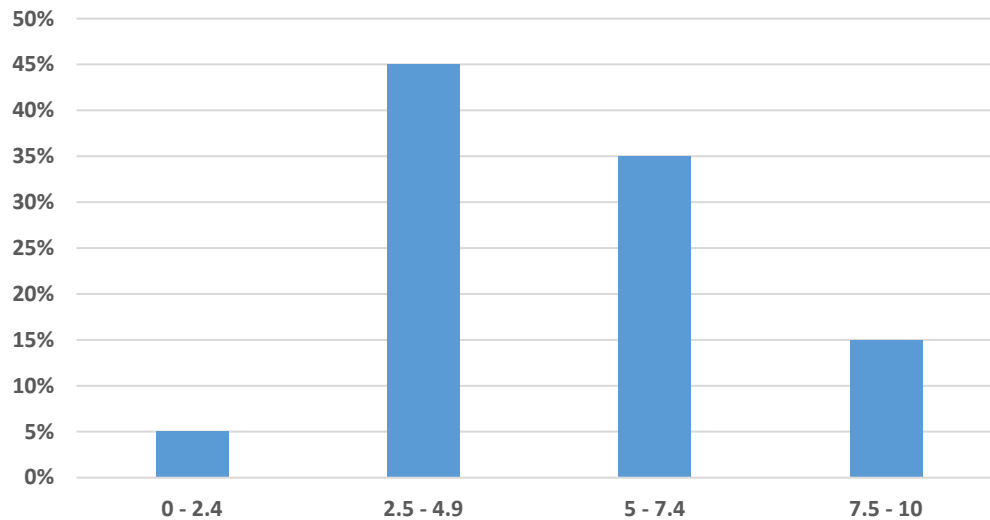
Table P
Daily Volunteer Counts During the Audit Period

Number of Days	Daily Volunteer Count During the Audit Period
363 (77%)	24 or Less
61 (13%)	25 to 30
46 (10%)	31 to 60

Management has limited influence over the number of volunteers that show up at the shelter daily and should be able to meet the minimum standards of care for each animal using only staff to maintain animal health and well-being. Management should ensure that the Volunteer Program provides enough volunteers to meet the shelter's needs. Should management implement staffing recommendations in Opportunity for Improvement No. 1, fewer volunteers should be required daily.

- B. Volunteers we interviewed gave the shelter an average rating of "adequate". During our fieldwork procedures, we interviewed a total of twenty volunteers during five focus groups. Each focus group was asked questions about the shelter, the Volunteer Program, and how they would rate the shelter on a scale of 1 to 10, with 10 being "the best" and 5 being "adequate". Figure 15 shows the Percentage of Volunteer Responses in each score range.

Figure 15 - Percentage of Volunteer Scores Per Range



During discussions with volunteers the following concerns were highlighted:

- ❖ Over-reliance on volunteers by management to make-up for inadequate staffing
- ❖ Inadequate training provided by management
 - Improper handling of dogs by volunteers
- ❖ Shelter is not clean when the facility is open to the public creating a safety hazard when cleaning is in progress
- ❖ Relationship between agency staff and volunteers requires improvement
- ❖ Mistreatment of volunteers by agency staff
 - Staff have poor attitude towards volunteers
- ❖ Staff have poor interpersonal and communication skills
- ❖ Volunteer recruitment and retention requires improvement
- ❖ Inability to access Chameleon to obtain basic animal information
- ❖ The computer that volunteers have access to is outdated
- ❖ Lack of appreciation of volunteers by management and staff
- ❖ All dogs are not walked daily especially on Mondays
- ❖ Inadequate number of volunteers to walk all dogs
- ❖ The Volunteer Coordinator has other job functions

According to Best Practices for Humane Care, having an active volunteer workforce is also instrumental in the life-saving effort, as volunteers can help fill gaps in care provided to the animals, assist with adoption events, provide enrichment and training to sheltered pets, and much more. A robust Volunteer Program can help save many lives.

Management should ensure that volunteer concerns are addressed timely. Failure to address volunteer concerns reduces the effectiveness of the program, volunteer relations, volunteer recruitment, and volunteer retention.

- C. Volunteer surveys are not performed at various stages of the program as required by the approved Volunteer Standard Operating Procedure which states:

“Volunteers should be surveyed at various stages of their service:

- i. After completing their training to gain insight on how they feel about the application and training experience.*
- ii. Quarterly or bi-annually to obtain information on how the program is going from the point of view of the volunteer.*
- iii. Exit survey for those that have decided stop volunteering with the program to determine their reasons for leaving as well as receive program feedback.”*

Volunteer surveys should be performed periodically to identify areas where the program may require improvement. Without performing periodic surveys, management may not be able to identify and address potential issues timely.

Recommendation 25

We recommend management ensure the Volunteer Program provides enough volunteers to meet the shelter’s needs.

Recommendation 26

We recommend management evaluate and implement improvements to the Volunteer Program by addressing the concerns noted by volunteers.

Recommendation 27

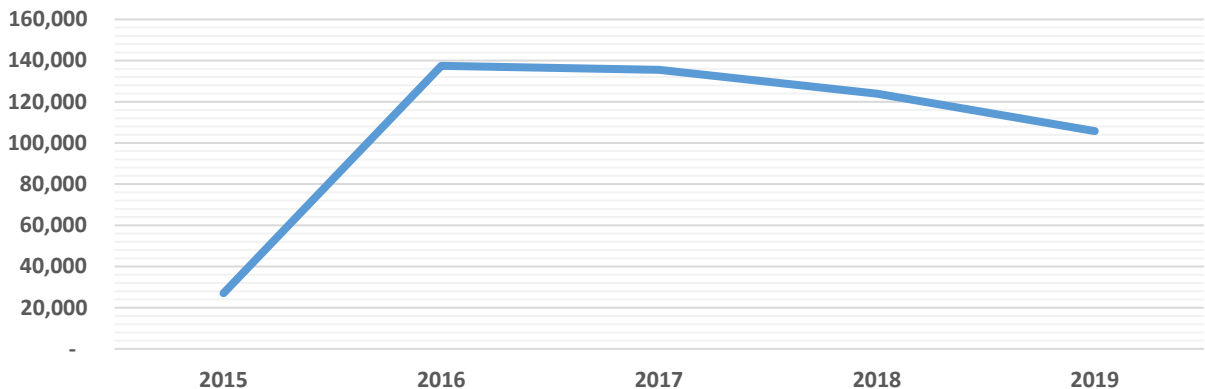
We recommend management perform volunteer surveys at various stages of the program as required by the approved Volunteer Standard Operating Procedure.

13. Pet Licensing Program is Ineffective and Results in Approximately \$13 Million in Lost Revenue.

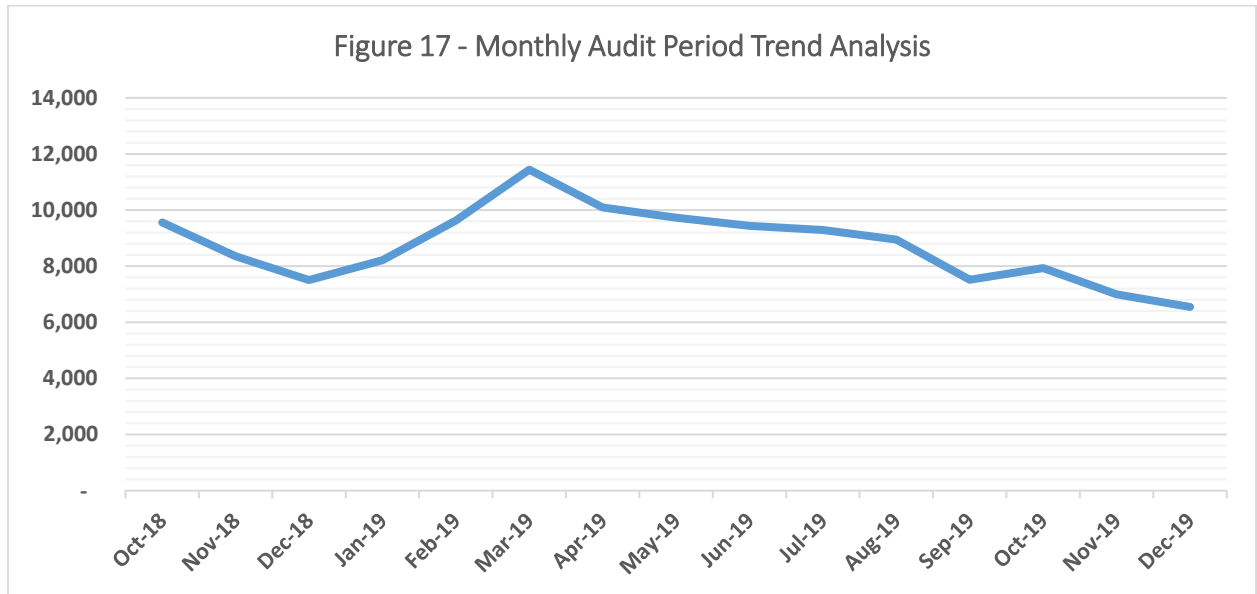
During our review of the pet licensing program, we noted the following:

- A. Based on pet ownership statistics and the number of households in Broward County, the County issues licenses for only 17% of all pets in the County resulting in approximately \$13 million dollars in lost revenue.
- B. Pet Licensing sales have decreased annually over the last four years. From 2016 to 2019, sales have decreased by approximately 23% as shown in Figure 16.

Figure 16 - Annual 5 year Trend Analysis



- C. The number of licenses issued monthly appears to be decreasing year over year. For example, the number of licenses issued in December 2019 was approximately 13% lower than in December of the previous year as shown in Figure 17.



- D. Pet registration renewal averaged 51.4% during the five-year period reviewed. Pet registration tags are required to be issued/renewed annually, with few exceptions such as deceased animals, duplicate and temporary licenses, and surrendered animals. Table Q shows license renewal percentages for the last five fiscal years.

Table Q
License Renewal Percentages for Fiscal Years 2015 - 2019

Fiscal Year	Renewal %
2014 - 2015	42.3%
2015 – 2016	56.5%
2016 – 2017	53.4%
2017 – 2018	49.4%
2018 – 2019	52.4%

Broward County Code of Ordinances, Section 4-11. (a)&(c) - Registration of Dogs and Cats states:

“(a) Any owner who owns or keeps, in Broward County, a dog or cat four (4) months of age or older shall have such dog or cat registered by and in

Broward County and shall obtain and keep a current rabies registration tag."

"(c) The rabies registration tag required by this section shall be renewed annually by the owner of the dog or cat, by paying the applicable fee, and by providing documentation that said dog or cat has a current rabies vaccination or is exempt from such vaccination under the terms of this chapter".

- E. Pet registration license renewal notices were not sent during the period May through October 2019 which may have caused renewals to decrease.
- F. We estimate cost savings of approximately \$1.1 million over a three-year period when outsourcing is combined with the change to "Forever Tags". Table R shows a cost analysis for keeping pet licensing functions inhouse or outsourcing it.

Table R
Inhouse Versus Outsource Cost Analysis for Pet Licensing

	Year 1		Year 2		Year 3	
	Inhouse	Outsource	Inhouse	Outsource	Inhouse	Outsource
Estimated Tags Sold/Renewed	115,000		126,500		139,150	
Total Estimated Expenses	\$966,746	\$566,928	\$947,504	612,563	\$1,038,006	663,571
Outsourced Savings	\$399,818		\$334,942		\$374,435	
Total Savings			\$1,109,195			

We reviewed General Fund expenditures relevant to the tag process for FY 2019 and performed an analysis of managing pet licenses in house versus outsourcing it to a third party using "Forever Tags" which are tags that are not required to be changed annually. Our analysis included the following:

- A. Salaries Expenses, including overtime for staff involved in the tag process, payroll overhead burden expenses and calculated the burden as a percentage of payroll costs.
- B. Other overhead cost such as:

- i. Temporary labor costs (temps performing data entry and specifically assigned to the tag function)
- ii. Overtime (overtime paid to ACAD staff when assisting in data entry for the tag function)
- iii. Purchase of Pet Registration Tags
- iv. Office Supplies
- v. Advertising
- vi. Printing and Reproduction
- vii. Postage
- viii. Variable cost associated with use of Chameleon for Web Licensing
- ix. Vet Partner commission

Failure to improve compliance with the annual pet license renewal requirement increases the risk of rabies outbreaks impacting the health and well-being of the public and animals, and results in significant loss of shelter revenue.

Recommendation 28

We recommend management outsource the management of pet registration tags using Forever Tags or implement methods to improve compliance with County ordinances that govern the annual renewal of pet registration tags.

14. ACAD's Training Standards Require Improvement.

During our review, we noted that training is often handled informally while on-the-job with employees training other employees and volunteers training other volunteers with limited documentation and tracking. Specifically, we noted:

- A. Animal handling training is inadequate to ensure the safety of employees and volunteers. (See Opportunity for Improvement No. 20)
- B. Sanitation training provided to volunteers is inadequate and cleaning chemicals are not appropriately labelled. (See Opportunity for Improvement No. 24)
- C. Volunteer Program policies and procedures require enhancement and are not consistently followed. (See Opportunity for Improvement No. 39)

- D. Customer service training is not consistently provided and requires improvement. (See Opportunity for Improvement No. 57)

According to the Florida Animal Control Association & The Florida Association of Animal Welfare Organizations:

“Staff that have direct contact and care responsibilities associated with the animals should have at a minimum, the following training:

- ❖ *Disease recognition;*
- ❖ *Shelter sanitation;*
- ❖ *Animal Behavior;*
- ❖ *Safe and humane animal handling;*
- ❖ *Proper use of equipment;*
- ❖ *Pet first aid; and*
- ❖ *Disaster planning and response.”*

Records should be kept regarding training that staff has received, to include name of staff, class title, date of instruction, instructor, and organization providing the training and continuing education credits received.

Management should have formal training to enforce shelter operational standards for both employees and volunteers that is periodically refreshed. Without formal training, shelter operations standards may be inconsistently applied and there is a lack of accountability by employees and volunteers when standards are not followed.

Recommendation 29

We recommend management implement formal training standards for employees and volunteers that is periodically refreshed on the following topics:

- ❖ Disease recognition;
- ❖ Shelter sanitation;
- ❖ Animal behavior;
- ❖ Safe and humane animal handling;
- ❖ Proper use of equipment;
- ❖ Pet first aid; and
- ❖ Disaster planning and response.

15. Recordkeeping Functions Lack Monitoring Controls.

During our audit, we consistently noted data entry errors and incomplete records both automated and manual as a result of the lack of monitoring controls that if appropriately designed would ensure record keeping is performed consistently, completely, timely, and accurately. Examples of the issues noted include the following:

- A. Behavioral health practices and protocols are not appropriate to maintain animal health and well-being. (See Opportunity for Improvement No. 10)
- B. Adoption application files are not adequately maintained and do not consistently contain required documentation. (See Opportunity for Improvement No. 30)
- C. Foster application files are not adequately maintained and do not consistently contain required documentation. (See Opportunity for Improvement No. 34)
- D. Rescue application files are not adequately maintained and do not consistently contain required documentation. (See Opportunity for Improvement No. 37)
- E. Volunteer Program policies and procedures require enhancement and are not consistently followed. (See Opportunity for Improvement No. 39)
- F. Monitoring and reconciliation of veterinary partner tag sales are inadequate. (See Opportunity for Improvement No. 41)
- G. Data entry errors within Chameleon inhibit determination of who issued controlled substances. (See Opportunity for Improvement No. 54)
- H. Public records requests are not responded to in a timely manner. (See Opportunity for Improvement No. 56)
- I. Daily deposit verification procedures require enhancement and are not consistently followed. (See Opportunity for Improvement No. 76)
- J. Monitoring of developer/administrator access to the Chameleon production environment requires enhancement. (See Opportunity for Improvement No. 82)

Recordkeeping should be performed consistently, completely, and accurately. Failure to ensure proper recordkeeping results in data inaccuracies and incomplete records which increases operational and legal risks, reduces management's ability to rely on data, and reduces public confidence in the information provided by the agency.

Recommendation 30

records for accuracy and completeness.

16. Inventory Controls at the Shelter Require Improvement.

Inventory controls at the shelter are inadequate to monitor purchases and donations of food, medicines, and supplies. Specifically, we noted:

- A. The inventory of food supplies is not adequately monitored and controlled. (See Opportunity for Improvement No. 22)
- B. Daily animal inventories are not consistently performed. (See Opportunity for Improvement No. 26)
- C. The inventory of pet tags is not adequately controlled. (See Opportunity for Improvement No. 42)
- D. The inventory of drugs and medical supplies is not adequately controlled. (See Opportunity for Improvement No. 45)

Inventory systems and practices should be implemented to adequately manage the ACAD's resources. The lack of appropriate inventory controls increases costs, reduces management's ability to anticipate procurement needs, decreases operational efficiencies and may allow lost or stolen inventory to remain undetected.

Recommendation 31

We recommend management design and implement standard inventory control systems and practices throughout the shelter.

17. The Former ACAD Director Instructed Veterinary Technicians to Issue Rabies Shots in Violation of Florida Statutes.

During an evacuation of a homeless encampment in early 2018, in an effort to keep animals with their owners versus animals being taken to the shelter, the Director of ACAD ordered Veterinary Technicians to administer rabies vaccines. Florida Statutes, Chapter 828.30, Section 1 states:

*“All dogs, cats, and ferrets 4 months of age or older must be vaccinated by a **licensed veterinarian** against rabies with a vaccine that is licensed by the United States Department of Agriculture for use in those species.”*

Only licensed veterinarians are allowed by Florida Statute to administer rabies vaccinations. Directing Veterinary Technicians to issue rabies vaccinations is a violation of State statute.

Recommendation 32

We recommend management:

- A. Reinforce training on State statute requirements restricting the administration of rabies vaccinations to licensed veterinarians.

SECTION II: FACILITY DESIGN & ENVIRONMENT

Background

Facility Design and Environment

Opened in November 2016, Broward County's relatively new 40,000 square foot animal shelter at 2400 SW 42nd Street replaced the old army barracks, which served as the County's animal shelter since 1955.

Big and Medium Dog Enclosures

The shelter has steel cages (kennels) to house medium and large dogs. Each kennel is 48 inches wide by 72 inches long by 78 inches tall.

As shown in Figure 18, kennels are organized back to back, separated by a guillotine door, which permits dogs to be moved to one side, while the other side is cleaned; dogs to be separated during times of limited housing; and dogs to have access to both sides if only one dog is housed in each back to back kennel, or run.

Kennels allow dogs approximately six feet of run space when the guillotine door is closed and approximately twelve feet of run space when assigned to a double kennel (guillotine door is open), and provide adequate space to allow medium and large dogs to make normal postural adjustments (e.g., easily stand, sit, stretch, move their heads without touching the top of the enclosure.)



Figure 18 - Dog Run/Open Guillotine



As shown in Figure 19, the sides of the kennels are tiled to prevent visual contact with other animals.

All enclosures allow animals to see out while providing at least some opportunity to avoid visual contact with other animals. Kennel doors either face walls or when two sets of kennels are in the same room, they are separated by low divider walls to

prevent visual contact with other animals as shown in Figures 20 and 21.



Figure 20 – Two Rows of Kennels with Divider Wall Figure 21 - Kennels Facing Exterior Wall

Kennel flooring is non-porous and gently sloped to assist in the runoff of water during cleaning. Toward the back of each kennel is a drain into which liquid waste is disposed. Each drain is approximately 36 inches long and is appropriately covered to prevent injury to dogs' toes. As shown in Figure 22.



Figure 22 - Drain and Non-Porous Flooring in Each Kennel

Small Dog and Cat Enclosures

The shelter has small stainless-steel cages to house small dogs and cats. The cages vary in size from 22 inches wide by 30 inches long by 22 inches tall to 34 inches wide by 30 inches long by 22 inches tall as shown in Figure 23.

Cages should allow small dogs and cats adequate space to make normal postural adjustments (e.g., easily stand, sit, stretch, move their heads without touching the top of the enclosure.)



All enclosures have latches to secure the animals.

Lighting

The shelter uses artificial light for the kennel areas, including quarantine and isolation rooms. Lights are positioned so animals are not exposed to excessive amounts of light or darkness during hours when the facility is open. While there are some kennels facing exterior walls with windows, the vast majority do not.

Parking

There are 44 parking spaces available to the public and shelter volunteers in front of the building, and 36 paved parking spaces in addition to grassy areas in the rear of the building used for employee and County-owned vehicles.

Enrichment Areas

In addition to the main outer fenced areas, the rear of the building includes:

- ❖ Two fenced areas with two shaded pavilions spaces to allow animals to roam freely under supervision of attendants (staff or volunteers).
- ❖ A gated and shaded area attached to the southwestern corner of the building and used for free play, walk and exercise.

SECTION II: OPPORTUNITIES FOR IMPROVEMENT

Our audit disclosed certain policies, procedures and practices that could be improved. Our audit was neither designed nor intended to be a detailed study of every relevant system, procedure, or transaction. Accordingly, the Opportunities for Improvement presented in this report may not be all-inclusive of areas where improvement may be needed.

18. Parking at the Shelter is Inadequate to Support Shelter Operations and Facilitate Easy Access to the Public.

During our review of parking at ACAD, we noted 52% to 68% of the 44 parking spaces available to the public are utilized by employees and volunteers. As a result, visitors to the shelter often wait for parking spots to become available and occasionally must park along the roadway increasing risk of injury as shown in Figure 24.

In order to make additional spaces for visitors in the front, employees and County vehicles are parked in non-paved grassy areas that were not designed for parking. These areas often hold water for several hours after heavy rain.



Figure 24 - Visitors Parking Along Roadway on January 18, 2020

ACAD has 36 paved parking spaces at the side and back of the building for employees and 44 parking spaces at the front of the building for use by volunteers and members of the public as shown in Figure 25.



Figure 25 - Aerial View of ACAD Showing Parking from Google Earth

There are 78 current employees but only 36 paved parking spaces available behind the building. In addition, there are 44 parking spaces in front of the building for use by the public, volunteers, and employees who are unable to park in the back. ACAD should have sufficient parking spaces to facilitate operations to fulfill its mission.

The Parks and Recreation Department is in the process of constructing parking for a boat ramp adjacent to the shelter which may be used to handle overflow public parking from the shelter until a permanent solution is identified.

Recommendation 33

We recommend management increase the number of parking spaces at the shelter. In the interim, management should consider using the boat ramp parking lot currently under construction adjacent to the shelter for overflow public parking.

19. Animal Enclosures do not Consistently Meet Industry Guidelines.

During our observations of animal enclosures, we noted the following concerns:

- A. Smaller cages/enclosures used for housing cats are too small to allow a minimum of two feet between food, urination and defecation, and resting areas. During our observations we noted that the shelter uses approximately 70 smaller cages/enclosures for housing cats. These cages measure approximately 22 inches wide by 30 inches long by 22 inches tall and do not allow spacing between food, litter, and rest areas. ASV Guidelines recommend a minimum of two feet between food, litter, and resting areas. Failure to provide adequate space may affect animal health and well-being.
- B. Dog kennels/enclosures do not consistently contain a soft resting place to provide comfort and prevent pressure sores from developing, as required by ASV Guidelines, without adequate documentation. During our shelter observations from February 24 – 26, 2020, we noted six kennels without a bed or bedding. Upon follow-up with management and review of the Chameleon system, in four of six (67%) instances there was no documentation supporting the absence of a bed or bedding. Table S shows the results of our observations and follow-up.

Table S**Auditor Observations of Animal Bedding From February 24 – 26, 2020**

Observation Date	Bed in Kennel?	Animal Number	Kennel Number	Comment
2-24-2020	No	A 2055 491	175-85	No Documentation in Chameleon.

Per management inquiry, dog aggressively protects his bed and at the same time attacks it.

2-24-2020	No	A 2054 837	177B-192	Documentation in Chameleon
2-24-2020	No	A 2030 895	176B-174	No Documentation in Chameleon.

Per management inquiry, dog chews the bed and has destroyed it.

Observation Date	Bed in Kennel?	Animal Number	Kennel Number	Comment
2-25-2020	No	A205 6664	177B-194	No Documentation in Chameleon.

Per management inquiry, dog is displaying anxiety in the cage and jumping about inside his run from side to side. In doing so, sometimes the dog uses the bed as a trampoline or misses the bed and falls. There is potential for injury.

2-26-2020	No	A2049 906	173-108	No Documentation in Chameleon.
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Per management inquiry, dog was recently moved into isolation for biting a volunteer. Normally a dog first going into quarantine for biting someone can be aggressive, so having extra items in their kennel could pose a danger when trying to clean/feed. But now that two days have passed, and she is one of our longer staying dogs and staff is comfortable with her, they will put a bed in her run.

2/26/2020	NO	A2062 523	177A -17	Documentation in Chameleon.
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ASV Guidelines require that animals be provided with a soft resting place. In instances, where this cannot be provided for medical or behavioral reasons, adequate documentation and approval should be documented within the animal record in the Chameleon system and periodically reviewed until the issue is resolved. Failure to provide a soft resting place without appropriate justification may affect animal health and well-being and results in non-compliance with ASV Guidelines.

Recommendation 34

We recommend management phase out the use of smaller cages for cat housing that do not provide a minimum separation of two feet between food, litter and rest areas as recommended by ASV Guidelines.

Recommendation 35

We recommend management ensure that bed and bedding restrictions for animals are adequately documented and approved within the Chameleon system.

SECTION III: SHELTERING SERVICES

Background

Location and Hours of Operation

Animal Care and Adoption Division (ACAD) is located at 2400 SW 42nd Street, Fort Lauderdale FL 33312. ACAD is currently open six days a week according to service schedule shown in Table T.

Table T
ACAD Hours of Service to the Public

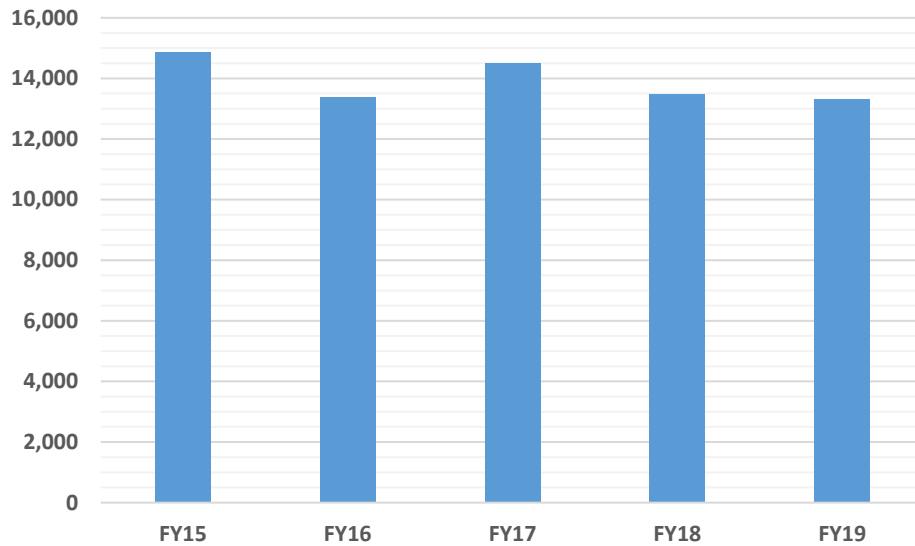
Service	Days	Hours of Operation
Pet Adoptions	Tuesday – Sunday	11 a.m. – 6 p.m.
Admissions and Pet Drop-off	Tuesday – Sunday	11 a.m. – 5 p.m.
Field Services	Monday – Sunday	7 a.m. – 10 p.m.
Clinic Services	Tuesday – Friday	11 a.m. – 6 p.m.
	Saturday – Sunday	11 a.m. – 4 p.m.

Compiled by Office of the County Auditor from ACAD's website and through inquiry with ACAD's employees.

Intake Procedures and Record Keeping

Intake is the point of admittance of animals into the shelter. Animal Care and Adoption Division is an open intake shelter, accepting all animals under its jurisdiction as well as animals outside of its jurisdiction for a fee. The shelter impounds approximately 14,000 live animals each year. Figure 26 shows the number of animals sheltered during fiscal years (FY) 2015 through 2019.

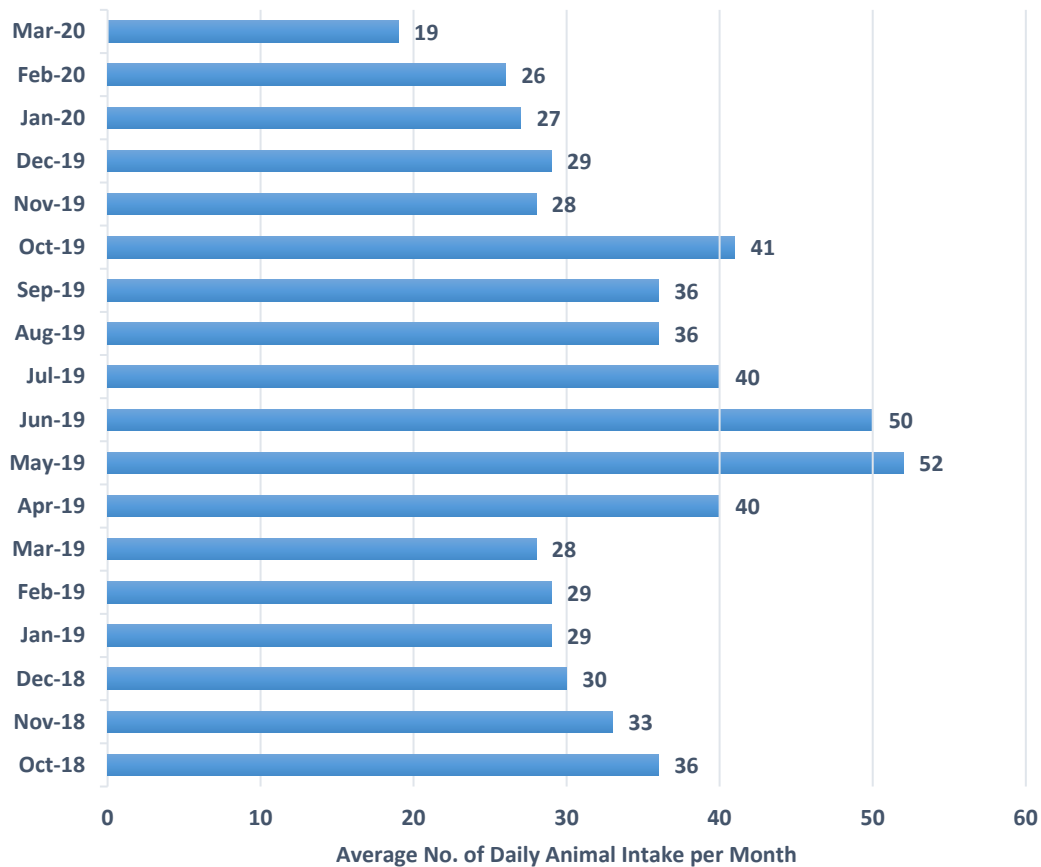
Figure 26: Number of Animals Sheltered FY15 through FY19



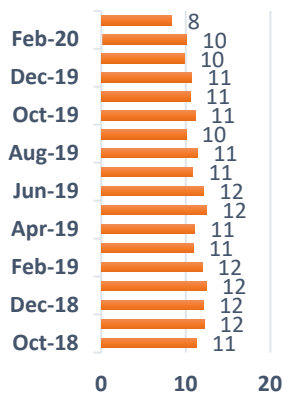
Intake numbers for FY15 through FY18 taken from ACAD performance measures in Broward County's Operating Budget Books.
Intake numbers for FY 19 derived from data pulled from the Chameleon system during the audit period.

Average daily intake is approximately 34 animals, ranging from 19 to 52 animals per day during the audit period. As shown in Figure 27, animal intake peaked during the summer months mainly due to an increased number of cats. The average number of dogs entering the shelter each day remains fairly consistent.

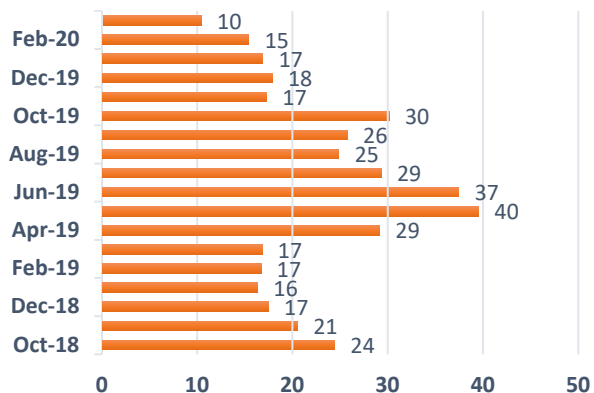
Figure 27: Average Number of Animals Entering the Shelter Each Day Per Month From October 2018 to March 2020.



Dogs



Cats



Compiled by the Office of the County Auditor based on data extracts from Chameleon

As animals are brought into the shelter by owners or individuals who find lost or stray animals, each is assigned a unique number and a record is established for the animal within the shelter management system (Chameleon). During the intake process the breed, color and sex of each animal is determined. Animals are photographed, scanned for microchips, and checked for tattoos, tags, or any other form of owner identification.

Stray Animals

If an owner is identified for a stray animal, attempts will be made to contact the owner to redeem the animal within five business days. Stray animals are held for three (3) days according to Broward County Ordinance. After the mandatory hold time has expired and no owner has claimed the animal, the animal is assessed for candidacy into the Adoption Program.

Owner Surrendered Animals

For animals surrendered by an owner, ownership of the animal and the individual's identity is verified. An Owner Surrender Form releasing the animal to the shelter is completed and stored within the Chameleon system. The animal is held for 24 hours to allow the owner to reclaim the animal. If owners request euthanasia, they are required to indicate this request on the form along with their signature or initials.

Returned Animals

Adopted animals brought back to the shelter within 30 days are considered returned animals. Ownership of the animal and the individual's identity are verified, and the reason for returning the animal is identified. If the owner has had the animal for more than 30 days, owner surrender procedures are followed.

Other

Other types of intake occur during natural disasters or manmade animal welfare emergencies including:

- ❖ Hoarding
- ❖ Puppy Mills
- ❖ Hurricanes
- ❖ Wildfires
- ❖ Flooding

Each animal brought into the shelter is assessed for candidacy into the Adoption Program based on both behavior and medical condition. Under special limited circumstances, such as severe illness or extremely aggressive behavior, the animal may be transferred to an organization for rehabilitation or humanely euthanized.

All incoming animals receive core vaccines to provide sheltered animals with a lowered risk of disease and to prevent the spread of disease. Core vaccines include the following:

Cats

- ❖ Feline Herpesvirus-1 (feline viral rhinotracheitis/FHV-1)
- ❖ Feline Calicivirus
- ❖ Feline Panleukopenia virus

Dogs

- ❖ Canine Distemper Virus
- ❖ Canine Adenovirus Type 2
- ❖ Canine Parvovirus
- ❖ Parainfluenza
- ❖ Bordetella Bronchiseptica

Animal Inventory

To make sure that all animals are accounted for, ACAD's policies and procedures require an inventory of animals be performed each day. Employees must physically walk through the kennels to complete the census accurately. Each animal's cage card must be scanned using a handheld scanner as each animal is visually verified.

Once the census is complete, the employee uploads the information and runs a "missing report" from the Chameleon system. Employees are required to investigate any animals that show up on the missing report and notify a Supervisor if an animal cannot be located.

Population Management

Population management describes an active process of planning, on-going daily evaluation, and response to changing conditions as an organization cares for multiple animals. To manage the population effectively, the shelter must consider its capacity to provide humane care given the following restrictions:

- ❖ The number of appropriate housing units
- ❖ The condition of animals admitted
- ❖ Average length of stay
- ❖ The size and condition of the shelter
- ❖ Staffing levels for programs and services
- ❖ Staff training
- ❖ The number of available enclosures.
- ❖ The number of reclaims, adoptions, fosters, transfers, and rescues

Sanitation

Sanitation involves the process of disinfecting and cleaning areas where animals are housed and the containers in which food is distributed. ACAD's procedure requires that any surface that comes into contact with an animal or person that has interacted with an animal should be routinely cleaned. These surfaces include:

- ❖ Furniture
- ❖ Dishes
- ❖ Litter pans
- ❖ Toys
- ❖ Tools, such as poop scoopers and mops
- ❖ Storage areas (*especially food storage*)
- ❖ Kennels

Major sanitation procedures are performed daily by employees and volunteers. A built-in Spray Master Technology (SMT) has been installed to facilitate cleaning of medium and large dog enclosures. Spray bottles are used for small dog and cat cages. The main cleaning agent used to sanitize surfaces to prevent the spread of disease is Rescue/Accel.

Each medium to large dog enclosure has a guillotine door which separates the kennel/run into two areas. With the guillotine door closed and the dog on one side, the other side of the kennel can be sanitized using Rescue/Accel.

After major cleaning has occurred once per day, staff perform periodic spot cleaning which involves the picking up of feces and returning the kennel to a comfortable state.

Euthanasia

Euthanasia is the act of putting an animal to death or allowing it to die using a humane, painless method. ACAD has documented its euthanasia policies and procedures which include the following highlights:

- ❖ All euthanasia for behavioral or medical reasons must be brought before the Pathway Planning Panel (Panel) for review except where immediate euthanasia is necessary. The Panel may be made up of Supervisors from the following sections; Clinic, Admitting, Animal Care, Field, and Program Coordinators. The Panel discusses the best possible outcome, focusing on those pets struggling in the shelter environment; explores all options, partnerships, and community outreach to find the best outcome for these pets; serves as the deciding group to ensure the possible life saving options have been pursued; and the euthanasia recommendation is the only remaining appropriate outcome for the pet.
- ❖ The Panel must evaluate each pet, and if all parties agree, the panel must complete side one of the Euthanasia Approval Form for Pets with Demonstrated Aggression or Untreatable Medical Conditions.
- ❖ Once the panel approves, the form is provided for review to the Director or Assistant Director for the final review and for additional veterinarian consult. If in agreement, the applicable section on side two of the Euthanasia Approval Form for Pets with Demonstrated Aggression or Untreatable Medical Conditions must be completed and signed and provided to a Supervisor of vet services.
- ❖ There are emergency situations when an animal may experience extreme suffering if euthanasia is delayed. In this case, trained staff may perform humane euthanasia on the field after seeking guidance from the County Veterinarian, or contract Relief Veterinarian. In the event staff performs immediate euthanasia a post euthanasia justification form is required.

SECTION III: OPPORTUNITIES FOR IMPROVEMENT

Our audit disclosed certain policies, procedures and practices that could be improved. Our audit was neither designed nor intended to be a detailed study of every relevant system, procedure, or transaction. Accordingly, the Opportunities for Improvement presented in this report may not be all-inclusive of areas where improvement may be needed.

General Shelter Operations

20. Animal Handling Training is Inadequate to Ensure the Safety of Employees and Volunteers.

Employees and volunteers are not adequately trained on animal handling procedures. Animal handling training is currently informal and typically handled through on-the-job training, volunteers train other volunteers and employees train other employees. As a result, animal handling procedures are inconsistently applied, and standards are unclear. Industry standards indicate that adequate training is key to limiting the use of unnecessary force during handling and must be provided to anyone who will be handling animals. The ability to handle animals safely is key to the functions performed by shelter employees and volunteers. Animal handling training should be conducted during the onboarding process and periodically refreshed to ensure the safety of employees, volunteers, animals, and members of the public. Failure to provide adequate training increases risk of injury to both animals and human handlers.

ACAD has incurred liability claims of \$22,000 for animal bites during the audit period for volunteers and the public and \$27,000 in workers compensation claims for animal bites for employees.

Recommendation 36

We recommend management develop and implement formal animal handling training during the onboarding of employees and volunteers. Refresher training should be conducted at least annually or when animal handling standards or procedures are updated.

21. ACAD Does not Consistently Provide Sufficient Leashes and Collars to Facilitate the Safe Handling of Animals.

During our inquiries with employees and volunteers, we noted the following:

- A. Dogs are not consistently provided with collars when placed into general population.
- B. There are insufficient leashes provided to walk dogs.

Management should provide sufficient equipment to safely handle animals. Employees and volunteers often have to find or bring their own suitable equipment to safely handle animals. Failure to provide adequate equipment to safely handle animals increases the risk of injury to employees and volunteers and increases the County's legal risk.

Recommendation 37

We recommend management ensure adequate equipment is consistently provided to employees and volunteers to safely handle animals.

22. The Inventory of Food Supplies is not Adequately Monitored and Controlled.

During our review of the shelter's food management processes, we noted the following concerns:

- A. The clinic does not utilize a centralized electronic inventory management system to monitor and track quantities of food on hand at the shelter. ACAD purchases food for sheltered animals and receives donated food from organizations and individuals. The food is stored and distributed from a room in the shelter administration area; however, an inventory system is not used to track food inventory, including expiration dates.
- B. Expiration dates are not consistently documented for food packaged in zip lock bags that are meant for distribution to participants in the Foster Program. We observed donated food that had already expired or did not have expiration dates stamped on the bags stored within the food preparation room.



Without adequate inventory management is not adequately able to identify inventory needs, reconcile inventory counts, or detect lost or stolen items.

Recommendation 38

We recommend management implement an inventory management system to efficiently and effectively track donated and purchased food items.

23. Food Storage and Distribution Procedures Have Not Been Documented and Reviewed to Ensure Compliance with Industry Standards.

During our review of ACAD's policies and procedures we noted the following concerns:

- A. There are no written procedures addressing rodent and pest control. Based on our review of established policies for sanitation, neither preventive measures related to rodent and pests nor routine treatments are addressed in any written document. Based on observations of the food storage areas, all food was kept in sealed bins and containers impervious to rodents and insects. ASV Guidelines state:

"Many rodents and insects harbor bacteria and other pathogens that can contaminate food products, resulting in food spoilage or direct transmission of disease to the animals (Urban 1998). Areas of food storage are particularly vulnerable to infestation. All food should be kept in sealed bins or containers that are impervious to rodents and insects (New Zealand 1993). Food should be removed from runs at night if rodents and insects are present. If a shelter is experiencing a problem, solutions must be humane, safe, and effective."

Failure to institute written policies related to rodent and pest control could result in an infestation of rodents and pests and ultimately the spread of disease throughout the shelter population.

- B. Animal food preparation policies and procedures have not been documented to ensure food is adequately handled, prepared, and distributed. Procedures should ensure that:
- i. Food supplies are stored in a manner to prevent spoilage or contamination.
 - ii. Food preparation and storage areas are easily sanitized and maintained in a clean condition.
 - iii. Expiration dates are monitored to ensure food provided to animals is not past its expiration date.
 - iv. Perishable foods are adequately refrigerated.

- v. Exposure to heat and moisture is appropriately controlled to maximize shelf life.
- vi. Toxic substances and vermin are kept out of contact with food, food storage, and preparation areas.
- vii. Food removed from original packaging is clearly labeled.

Failure to document food handling, preparation and distribution practice may lead to inconsistent standards increasing the risk of contamination.

Recommendation 39

We recommend management establish rodent and pest control policies and procedures.

Recommendation 40

We recommend management establish food handling, preparation and distribution policies and procedures.

Sanitation

24. Sanitation Training Provided to Volunteers are Inadequate, and Cleaning Chemicals are not Appropriately Labelled.

While sanitation activities for medium and large dog enclosures are performed by ACAD's staff, sanitation activities for small dogs and cat cages are often performed by volunteers. During our review, we noted the following concerns:

- A. Volunteers cleaning small dogs and cat cages are often unaware of the cleaning chemicals used and how to properly apply the chemicals.
 - i. Cleaning chemicals (Accel, diluted bleach solution, simple green) are placed into unlabeled, generic spray bottles making it difficult to identify the contents, appropriate usage, and necessary safety precautions for volunteers and animals.
 - ii. The Accel solution, when applied, was often immediately wiped off without allowing the chemical to sit for the minimum five minutes recommended by the manufacturer.

Volunteers are currently trained on the job by other volunteers resulting in inconsistent sanitation procedures. Failure to adequately train volunteers on the appropriate use of cleaning chemicals to clean and sanitize kennels and appropriately label cleaning chemicals can lead to the spread of disease and may affect the health of shelter animals, employees, volunteers, and visitors.

Recommendation 41

We recommend management ensure that cleaning supplies are adequately labelled and that a consistent process is established to ensure that volunteers are adequately trained on appropriate use of chemicals and cleaning procedures.

Population Management

25. Owner Surrendered Animals From Outside Broward County Cost County Residents Approximately \$10,500.

During our review of population management policies and procedures, we noted the following concerns:

The shelter accepts owner surrendered animals from outside of Broward County for a nominal fee regardless of the shelter's current population. During our audit period, thirty-two animals (23 dogs and 9 cats) were surrendered by residents living outside Broward County as shown in Table U.

Table U
Non-County Resident Owner Surrenders

County or Tribe	Total Number of Pets Surrendered
Miami-Dade	18
Palm Beach	7
Seminole Tribe of Florida	4
Tulsa (Oklahoma)	1
Highlands	1
Polk	1
Total	32

Of the dogs surrendered, ten of 23 (43%) were American Staffordshire Terriers (AS Terriers) also referred to as the American Pitbull Terrier which are banned in Miami Dade County. Sec.4-9 of Broward County Ordinance states that:

“owners of an unwanted dog or cat may bring such dog or cat to a designated County animal shelter facility and, with proof of ownership and payment of the appropriate fee, if applicable, as established by resolution, release the dog or cat to the Division. The fee will be charged to any owner that is surrendering an unwanted dog or cat and is not a resident of Broward.”

The shelter currently charges a \$75 fee for owner surrenders by non-county residents codified in Section 40.9(k) of the Broward County Administrative Code; however, this fee does not appear adequate to cover the cost of sheltering these animals. Table V shows the ACAD's cost for sheltering animals outside of Broward County compared to fee revenue.

Table V
Calculation of Costs Versus Revenue for Animals Surrendered From Outside of Broward County

Calculation of Costs for Out-of-County Surrenders		
No. of animals Surrendered		32
Surrender Fee per Animal	x	\$75
Total Revenue		\$2,400
*Estimated Cost per Animal per Day		\$25.20
*Average Length of Stay (Days)		16
Total Estimated Cost for Surrendered Animals (16 x \$25.20 x 32)		\$12,978
		\$10,578

*Estimated cost per animal per day provided by management and validated by the County Auditor's Office.

*Average Length of Stay calculated for the 32 animals by the County Auditor's Office.

As shown in Table V, the 32 animals surrendered from outside the County remained in the shelter an average of 16 days with a range of 0 to 126 days. The estimated cost to Broward County taxpayers was approximately \$10,578. Fees charged for services provided to non-Broward County residents should be commensurate with expected costs to reduce the burden on Broward County's taxpayers.

Recommendation 43

We recommend management discontinue the acceptance of owner surrendered animals from outside Broward County or adjust fees for this service to be more commensurate with costs.

26. Daily Animal Inventories are not Consistently Performed.

During our review of animal population management procedures within the shelter, we noted the animal inventory counts to ensure all animals are accounted for are not performed daily as required by ACAD's Daily Census procedure. For example, during the period October 1, 2019 to January 31, 2020, animal inventory counts were performed on average every five days with a range of one to 13 days. ACAD's procedures states:

"To make sure that all animals are accounted for, an inventory is done every day. . . Staff must physically walk through kennels to complete the census accurately. Each animal's cage card must be scanned as the animal is verified. . . Any cage/run/enclosure where animals are housed must be scanned even if they are empty."

In addition, during our independent count of animals in the shelter, we noted 32 of 108 (30%) cats could not be located in the shelter. Upon follow-up, management indicated that these animals were at Pet Supermarket or sent out to foster but Chameleon was not yet updated with the appropriate status.

Animal inventory counts should be performed daily for management to obtain timely notification of potentially missing or misplaced animals. Each inventory variance should be researched timely and Chameleon appropriately updated.

Recommendation 44

We recommend management perform daily inventory counts as required by ACAD's policies and procedures and ensure appropriate procedures are in place to follow-up on variances and update Chameleon timely.

Intake Procedures

27. Intake Procedures Require Enhancement and Should be Consistently Followed.

During our observations of intake procedures, we noted the following concerns:

- A. Management has established and implemented intake procedures that are generally in alignment with industry standards; however, during our review of standard operating procedures, we noted the following elements are not explicitly documented within the procedures reviewed:
- ❖ Separating animals by species and age as well as by their physical and behavioral health status during intake.
 - ❖ Restrictions on housing or handling healthy animals with animals who have signs of illness starting from the time of intake and continuing throughout their stay.
 - ❖ Ensuring that cats are not placed within spatial, visual, or auditory range of dogs during intake procedures.
 - ❖ Housing animals showing signs of stress in separate, calm, quiet areas beginning at intake.

Animal care intake policies and procedures should align with industry guidelines to ensure animal welfare during the intake process. ASV Guidelines also require that "Protocols must be developed and documented in sufficient detail to achieve and maintain the standards described".

- B. Required documentation and data are not consistently included in animal records. During our review we noted the following:
- i. Six of 30 (20%) animals sampled, labeled as owner surrender, did not have an owner surrender form attached in the Chameleon system. ACAD's owner surrender procedures require that an owner surrender form be completed and retained by the agency if the owner's intent is for ACAD to attempt to find a new home for their pet(s). Without an owner surrender form, management has no evidence that the animal was released to the shelter by the owner.

- ii. Seven of 60 (12%) animal records sampled did not contain a behavior memo that documents animal behavior characteristics at or near the time of intake. ACAD's impounding procedures require that:

"All animals impounded need to have a Behavior memo completed and attached to the animal's ID number".

Failure to include a behavior memo hampers management's ability to assign a behavior classification, have a baseline against which animal behavior changes may be assessed, and identify potentially aggressive behavioral characteristics that may pose a threat to employees, volunteers, and members of the public.

- iii. Three of 60 (5%) of animal records reviewed during the audit period within the Chameleon system did not have evidence that a microchip scan was performed during intake. ACAD's procedures require that employees update the applicable field on the Kennel Screen of the Chameleon database to indicate if a microchip was found (Yes) or (No). Failure to adequately document the results of the scan prevents management from demonstrating that established procedures to determine whether an animal has an owner is performed during the intake process.
- iv. Three of 60 (5%) of animal records reviewed during the audit period did not contain age or gender information. ACAD's impounding procedures require that:

"All animals are to be photographed, scanned for microchips and properly sexed, carefully checked for tattoos, tags or any other form of owner identification. Any distinguishing marks or features present on the animal should also be noted in Chameleon in the form of a note on the animal ID."

ACAD's clinic procedures require that:

"Age and Weight are always recorded on the kennel card and in the Chameleon system."

Age is an important factor for determining medical treatment, including vaccinations. Failure to record animal age during the intake process may hamper management's ability to monitor animal health and well-being.

- v. Two of 60 (3%) of animal records reviewed during the audit period did not contain evidence of animal vaccination during intake. ASV Guidelines require that:

“Because risk of disease exposure is often high in shelters, animals must be vaccinated at or prior to intake with core vaccines.”

ACAD’s impounding procedures require that all dogs and all cats over one pound be vaccinated prior to placing them into the kennel population unless there is a medical concern. Without documentation of vaccination for each animal in the shelter, management has no assurance that vaccination was performed to reduce the risk of disease exposure.

Based on inquiry with ACAD management, human error, current limited staffing resources, and increased intake have contributed to data entry errors. Intake procedures and the required data entry should be performed consistently, so that management has a complete record on which to base animal care decisions, reduce operational risk, and provide as much information as possible to potential adopters, fosters, and rescues.

Recommendation 45

We recommend management enhance current intake policies and procedures to align with industry guidelines where applicable.

Recommendation 46

We recommend management ensure ACAD’s intake procedures are consistently followed and that animal records are complete and contain all required documentation.

Euthanasia

28. Euthanasia Policies and Procedures Require Enhancement and are not Consistently Followed.

During our review of euthanasia policies and procedures, we noted the following concerns:

- A. Three of 60 (5%) owner requested euthanasia sampled did not have an Owner Requested Euthanasia Form attached to the animal's record in Chameleon as required by ACAD's procedures. For every kennel record that indicates the owner requested euthanasia, there should be a corresponding owner authorization. Without an authorized Owner Requested Euthanasia Form management is unable to demonstrate that the owner requested euthanasia increasing the County's legal risk.
- B. Twelve of 60 (20%) shelter euthanasia approval forms for animals euthanized upon determination by the shelter that euthanasia is necessary could not be provided by management. ACAD's procedures require shelter euthanasia forms to be completed and stored for every euthanasia performed; however, the procedures do not require that the forms be attached within Chameleon. Without completed and approved euthanasia forms, management is unable to demonstrate that established euthanasia procedures are followed.
- C. Shelter euthanasia approval forms are not stored within the Chameleon system which is ACAD's system of record. Euthanasia approval forms are stored separately on the ACAD's network. Euthanasia approval forms should be stored within Chameleon and tied to the animal's record as evidence that euthanasia approval procedures were followed and reduce the risk that the evidence is not adequately retained.
- D. Policies and procedures for the completion of shelter euthanasia approval forms are not documented. Prior to animals being euthanized, a panel, consisting of shelter management employees meet to discuss the animal's outcome. There are two types of Euthanasia Forms that the shelter utilizes:

a) Immediate Euthanasia Justification Forms and

Immediate Euthanasia Justification Form

Date: _____

Animal Name: _____

Animal ID: _____

Reason for Euthanasia (animal photos and/or if attached along with reason):

Signature: _____ Date: _____

Panel Review Post Euthanasia

Verify information is entered correctly in Chrome and upload this form to the database.

Kennel Supervisor: _____

Clinic Supervisor: _____

Program Coordinator: _____

Foster/Rescue Coordinator: _____

Field Supervisor: _____

b) Behavioral or Terminal Forms (Pages 1 and 2).

Euthanasia form for Pets with Behavior or Terminal Medical Conditions

Date: _____
Animal Name: _____
Animal ID: _____

.....

Review Panel Sections Present (select below)

A minimum of three separate sections must be present to move forward with this review.

Kennel Supervisor _____	Foster/Rescue Coordinator _____
Clinic Supervisor _____	Program Coordinator _____
Field Supervisor _____	

Does your Section agree that euthanasia is the only remaining option for this dog or cat?

Yes or No and Initial.

A. If all Sections present confirm, proceed to Director/Assistant Director or Veterinarian for completion of review.
B. If one Section that is present does not confirm, halt and either reconsider or present to Director or Assistant Director for review.

Kennel Supervisor _____ Foster/Rescue Coordinator _____
Clinic Supervisor _____ Program Coordinator _____
Field Supervisor _____

Veterinarian Review: _____ **Signature:** _____ **Date:** _____

Or

Director/Assistant Director Review: _____
Signature: _____ **Date:** _____

Panel Pathway Planning

Panel members meet three times a week to discuss a Pathway Plan for our shelter population. The decisions made are from the Panel member's observations and information received from staff that works daily with our shelter pets. This also includes playgroup evaluations, medical evaluations and notes entered in Chameleon.

There are three different pests that we send out:
*Rescue Pits
*Urgent/Immediate Pits
*72-hour Pits

There is no specific order for rescue bulletins to be sent out. Each animal is evaluated on an individual case by case basis; it's their behavioral and health decline that decides the time frame.

There are no formalized policies and procedures outlining who is required to complete and approve each form. Euthanasia policies and procedures should be documented. Failure to adequately document policies and procedures may lead to inconsistent completion and storage of these forms.

Recommendation 47

authorization.

Recommendation 48

We recommend management ensure that euthanasia approval forms are retained to demonstrate that euthanasia approval procedures are followed.

Recommendation 49

attached within Chameleon and tied to each animal's record.

Recommendation 50

We recommend management document policies and procedures for the completion and approval of shelter euthanasia forms.

Adoption Program

29. Adoption Policies, Procedures, Forms, and Questionnaires Require Enhancement.

During our review of ACAD's adoption policies and procedures we noted the following:

- A. Policies and procedures are generally designed and implemented to maintain animal health and well-being in alignment with national standards except for the following:
 - i. ACAD does not have documented policies for adoption support and follow-up after the animal has been adopted. In 2019, Best Friends Shelter Report recommended the development and deployment of post-adoption follow-up policies and procedures to ensure maximum retention of animals. The Association for Animal Welfare Advancement also recommends that shelters counsel and assist adopters on medical health support issues, behavioral issues, and financial support as an important component of the adoption process to help ensure pets stay in their new homes. Failure to implement a post-adoption support system may lead to an increase in the number of animals returned to the shelter.
 - ii. Although management has implemented procedures to review the "Do Not Adopt" list as the agency performs checks of potential adopters, these procedures are not documented. ACAD uses a "Do Not Adopt" feature embedded in Chameleon to flag individuals with a known history of animal cruelty, neglect, or previous violations of animal control laws, but procedures for this activity are not documented within the adoption SOP. Adoption procedures should be complete. Failure to adequately document Do-Not-Adopt procedures increases the risk that animals are adopted by individuals with a known history of animal cruelty and violation of animal control laws.
- B. Adoption forms and questionnaires do not inquire about the following:
 - i. Whether other pets in the household are current on vaccinations and have current rabies registration tags. While this validation is performed as part of the adoption process, potential adopters are not required to disclose this information on Adoption forms and questionnaires. Failure to require disclosure of this information increases the risk that adopted animals are placed in homes with other unvaccinated pets.

- ii. Whether there are any known pet allergies by family members. ACAD's adoption forms and policies and procedures should address the issue of pet allergies. According to Cleveland Clinic, people allergic to animals may experience mild reactions such as a rash or hives, or something more severe, e.g. life-threatening asthma. Failure to adequately consider pet allergies may affect the health of adopters and lead to adoption returns.

Recommendation 51

a history of animal abuse and violation of animal control laws.

Recommendation 52

We recommend management enhance adoptions forms and questionnaires to include inquiries on known pet allergies and the vaccination status of each household pet.

30. Adoption Application Files are not Adequately Maintained and do not Consistently Contain Required Documentation.

ACAD's adoption application files are not adequately maintained and do not consistently contain required documentation. During our review, we noted the following:

- A. Seven of 60 (12%) adoption application files could not be provided by management.
- B. Six of 53 (11%) application files lacked signed adoption contract documents.

Adoption files should be complete and adequately maintained. ACAD's Adoption standard operating procedures require that an adoption contract must be signed and dated by the adopter at the time of adoption. Without adequately maintaining required adoption documentation, management cannot demonstrate compliance with approved policies and procedures and increases the County's legal risk.

Recommendation 53

We recommend management ensure adoption application documentation is complete and adequately maintained.

31. PetHarbor Website Posting Procedures Require Enhancement.

The PetHarbor website posting procedures require update. During our review we noted the following:

- A. Twenty-one of 226 (9%) animals (13 cats and 8 dogs) were posted online without a photograph. ACAD's Intake and Redemption Procedures requires that a photograph be taken of each animal at intake for Chameleon and the Website. Further, it states that an animal without a photo shouldn't be posted. Failure to upload a photo may reduce the public's interest adopting an animal resulting in longer shelter stays.
- B. Thirty-one of 205 (15%) animals (17 cats and 14 dogs) had unappealing photographs that violated established procedures as shown in Figures 30 and 31. These animals had pictures taken behind bars or in unsanitary conditions.



ACAD's Intake and Redemption procedure states that pictures should be good enough to determine color and breed. No "through the bars" pictures should be used in Chameleon or on its website to market animals. Failure to post appealing pictures that meet minimum requirements pictures may negatively impact interest of the public in animals resulting in longer shelter stays.

Recommendation 55

We recommend management ensure animals are posted on the PetHarbor Website with a photograph.

Recommendation 56

are followed to post acceptable animal photos on its website.

32. Kennel/Cage Cards Require Enhancement to Provide Sufficient Information Recommended to Increase Adoptions.

Kennel/Cage Cards do not contain sufficient information recommended to facilitate adoptions. Cage cards do not include information highlighting animal temperament, and relevant medical information. Animal Sheltering Magazine, published by the Humane Society of the United States (HSUS) recommends cage cards provide anecdotes focusing on the animal's best qualities, behavioral temperament and relevant medical information to pique the interest of adopters and increase an animal's chance of adoption. Failure to properly design cage cards may impact the number of animals adopted.



Recommendation 57

We recommend management enhance kennel/cage cards to include animals' best attributes including temperament and relevant medical information.

Foster Program

33. Foster Program Policies and Procedures Have not Been Approved and Require Enhancement.

During our review of Foster program policies and procedures, we noted the following concerns:

- A. Foster Program policies and procedures have not been formally approved by the Agency Director. A draft policy and procedure has been developed describing current practices; however, these procedures have not been formally approved by agency management. Standard operating procedures should be reviewed and approved by management to provide clear and specific guidance to employees to achieve ACAD's objectives. The absence of approved procedures may increase operational risks, reduces management's ability to hold employees accountable, and may hamper the consistent achievement of organizational goals.
- B. Draft Foster Program policies and procedures require enhancement. During our comparison of the shelter's Foster Program to industry best practices we noted the ACAD's program does not include the following policies and procedures to:
 - i. Describe requirements for qualifying as a Foster.
 - ii. Address the issue of liability for incidents while animals are in the care of Foster.
 - iii. Require home visits.
 - iv. Offer foster family orientations and training upon approval of application.
 - v. Explicitly encourage fosters to find forever homes for the animals they foster.
 - vi. Review the "Do Not Adopt" list as the agency performs checks of potential fosters for a history of animal cruelty and animal code violations.
 - vii. Procedures for monitoring compliance with clinic visits.

ACAD's Foster Program policies and procedures should be comprehensive and include industry best practices, where applicable. Lack of a comprehensive policy that meets industry standards may inhibit ACAD from consistently achieving organizational goals.

Recommendation 58

We recommend management ensure that Foster Program policies and procedures are formally approved by the Agency Director.

Recommendation 59

We recommend management enhance Foster Program policies and procedures, considering inclusion of the following elements:

- ❖ Describe requirements for qualifying as a Foster.
- ❖ Address the issue of liability for incidents while animals are in the care of Foster.
- ❖ Require home visits.
- ❖ Offer foster family orientations and training upon approval of application.
- ❖ Explicitly encourage fosters to find forever homes for the animals they foster.
- ❖ Review the "Do Not Adopt" list as the agency performs checks of potential fosters for a history of animal cruelty and animal code violations.
- ❖ Procedures for monitoring compliance with clinic visits.

34. Foster Application Files are not Adequately Maintained and do not Consistently Contain Required Documentation.

ACAD's foster application files are not adequately maintained and do not consistently contain required documentation. During our review, we noted the following:

- A. Nine of 59 (15%) foster applications sampled could not be provided by management. Foster application documentation should be complete and adequately maintained.
- B. One of 59 (2%) sampled foster families reside outside the tri-county area in violation of ACAD's procedures. Foster applications require eligible applicants to reside within the tri-county area (Miami Dade, Broward, Palm Beach).
- C. Four of 50 (8%) Foster applications showed no evidence of approval by ACAD personnel.
- D. Seven of 50 (14%) foster applications did not include evidence of Foster individual's Identification. Foster application procedures require validation of applicant's identity.
- E. Eight of 59 (14%) fostered more than one litter at a time in violation of ACAD's Procedures. Foster procedures limit foster families to one litter at a time.
- F. Four of 25 (16%) applications where other pets were present in the home did not include evidence of current tags/vaccinations. ACAD's procedures require validation of the vaccination status of other household pets.

Without maintaining adequate documentation of Foster applications, management is unable to demonstrate that appropriate procedures were followed increasing operational and legal risks.

Recommendation 60

compliance.

35. ACAD's Procedures for Tracking Animals Requiring Foster Need Enhancement.

The current process for identifying and listing animals that require Foster is informal and is not tracked within the Chameleon system to maintain an adequate history. Staff utilizes a whiteboard to record animals needing foster which is periodically erased and not used to update the system of record. This method does not ensure completeness, does not facilitate the establishment of animals' history, is not measurable, facilitate the generation of system reports, or ensure transparency and accountability. The Clinic Manager identifies animals in need of foster, and alerts the Foster Coordinator, who communicates to all appropriate fosters through social media or email. ACAD's procedures do not require that a formal list be maintained or that the functionality within Chameleon be used. A formal list facilitates tracking accountability and transparency. The absence of a formal list increases the opportunities for error and reduces management's ability to create a complete history within the system of record.

Recommendation 61

We recommend management establish and maintain a formal list of animals requiring foster and track activities to improve, accountability and transparency, utilizing the functionality within Chameleon.

Rescue Program

36. Rescue Program Policies and Procedures Have not Been Approved and Require Enhancement.

During our review of Rescue program policies and procedures, we noted the following concerns:

- A. Rescue Program policies and procedures have not been formally approved by the Agency Director. A draft policy and procedure has been developed describing current practices; however, these procedures have not been formally approved by agency management. Standard operating procedures should be reviewed and approved by management to provide clear and specific guidance to employees to achieve ACAD's objectives. The absence of approved procedures may increase operational risks, reduces management's ability to hold employees accountable, and may hamper the consistent achievement of organizational goals.
- B. Daily assessments of at-risk animals are not performed by the Rescue Coordinator to proactively make them available to rescue groups. Upon inquiry, we were informed by staff that there is just not enough time or staff resources to conduct daily assessments and still meet other deadlines. ACAD's procedures require that the Rescue Coordinator:

"perform a daily assessment identifying which animals are most urgently in need of rescue following their intake and taking into consideration their hold time(s). Such assessment shall take place as soon as possible following their intake."

Failure to perform a proactive daily assessment results in the publication of "Last call" rescue notices after animals have already declined and at risk of euthanasia.

Recommendation 62

We recommend management ensure that Rescue Program policies and procedures are formally approved by the Agency Director.

Recommendation 63

We recommend management ensure that the daily assessments of at-risk animals are performed as required by ACAD's policies.

37. Rescue Application Files are not Adequately Maintained and do not Consistently Contain Required Documentation.

ACAD's rescue application files are not adequately maintained and do not consistently contain required documentation. During our review, we noted the following:

- A. Fourteen of 49 (26%) sampled rescue partners did not have evidence of current status as 501(c)(3) organization on IRS's website. ACAD's procedures require evidence of 501(c)(3) nonprofit status.
- B. Twenty-nine of 49 (59%) sampled rescue partners did not have complete application documentation.
 - i. Two of 29 (7%) did not have documented experience operating in Animal care. ACAD's procedures require that the incorporated organization must have documented experience operating a dog and/or cat rescue in a veterinary clinic, rescue, or shelter environment.
 - ii. Three of 29 (10%) did not have Contact information of Veterinarian(s) and Foster Homes. ACAD's procedures require contact information of veterinarian(s) and Foster Homes (if not operating from a physical shelter location) used on a regular basis by the organization.
 - iii. Twenty-one (72%) of 29 did not have a copy of corporation papers. ACAD's procedures require corporation papers with articles indicating that the organization's purpose is to rescue dogs and/or cats.
 - iv. Four of 29 (14%) did not have a List of Organizations' Officers. ACAD's procedures require the current list of officers with individual contact information included.
 - v. Eleven of 29 (38%) did not have references. ACAD's procedures require a list of references which include shelter organizations and contacts that have worked with rescued animals; veterinarians used by the organization for the care of rescued animals; and any others as may be applicable.
- C. Two of 51 (4%) sampled rescue partner applications could not be provided by management.
- D. Two of 49 (4%) sampled rescue partners were not registered with Florida Department of Corporations.

According to ACAD's Standard Operating Procedures for the Rescue Program, applications for rescue partnerships must be complete and support the minimum requirements for evaluation and background screening. The review process includes information verification, reference checks, and verification of the credentials of the organization and principles. Without maintaining adequate documentation of rescue partner applications, management is unable to demonstrate that appropriate procedures were followed increasing operational and legal risks.

Recommendation 64

We recommend management ensure:

- A. appropriate controls are in place to validate that each rescue partner application is complete and meets minimum eligibility requirements prior to approval.
- B. Rescue partner eligibility status is reviewed at least annually to ensure continued compliance with minimum eligibility requirements.

Volunteer Program

38. Volunteer Timekeeping Policies and Procedures are Inadequate.

During our review of volunteer timekeeping processes, we noted the following concerns:

- A. Formal procedures for volunteer timekeeping have not been established. Volunteers may enter their time using a tablet provided by management or on a physical log when the tablet is not working. Time entered using the tablet automatically updates the Volgistics application. Time entered on the physical log is then manually entered by the Volunteer Coordinator into the Volgistics system; however, these processes are not documented. Policies and procedures governing the management of volunteer time keeping processes should be formally documented and enforced. Management has not formally developed policies and procedures governing volunteer timekeeping practices and has not implemented procedures to review manual data entry and(or) adjustments for appropriateness.
- B. Documentation to support manual changes to volunteer hours is not consistently retained. Specifically:
 - i. For two of four months sampled (50%) ACAD was unable to provide us with evidence to support the manually recorded and(or) updated volunteer hours within the Volgistics system. During those two months, a total of 774 transactions representing volunteer activity were recorded. Of the 774 timekeeping transactions, 298 (39%) were either added or modified by ACAD staff.
 - ii. For the two months where Animal Care staff had maintained physical logs, 20 of 30 (67%) records reviewed did not have adequate support.
 - a) Six of the 20 (30%) entries had supporting log entries, but the time entered into the system did not match the time entered on the physical log.
 - b) Fourteen of the 20 (70%) exceptions did not have supporting physical log entries to justify the manual data entry.
- C. Tasks performed by volunteers were not consistently entered in Volgistics. Over 1,500 hours service hours, approximately 5% of total hours entered during the audit period did not include information about the tasks performed. Volunteers are required to enter complete and accurate hour and activity information into Volgistics.

Without complete information, management is unable to maintain complete volunteer activity and hour information, and volunteer hour performance metric statistics reported by the Animal Care and Adoption Division would be inaccurate. These statistics are included in the Office of Management and Budgets quarterly and annual budget reports.

Recommendation 65

We recommend management develop and implement formal procedures governing volunteer timekeeping practices.

Recommendation 66

be periodically reviewed for accuracy and appropriateness.

Recommendation 67

We recommend management ensure that appropriate procedures are implemented and enforced to ensure all volunteer hours and activities are entered into the Volgistics system.

39. Volunteer Program Policies and Procedures Require Enhancement and are not Consistently Followed.

During our review of Volunteer Program policies and procedures, we noted the following concerns:

- A. Volunteer application and training documentation is not consistently maintained to demonstrate the volunteers meet the agency's requirements and have been appropriately trained. During our review of 60 volunteer files, we noted:
 - i. On-the-job training provided to volunteers is not documented in their files. All volunteers are required to shadow another volunteer, lead volunteer or staff member for the first few shifts until they are comfortable working alone and have been cleared by the Volunteer Coordinator.
 - ii. Thirty of 60 (50%) files did not indicate the date of the Online Training Orientation on the application form.

- iii. Four of 60 (7%) files did not include the Public Communications Model Authorization and Release Forms which is required to be signed during the interview with the Volunteer Coordinator. This form:
 - a. Releases the County from liability from reproducing volunteers' pictures, photographs, films of the volunteer for Agency publicity or promotion.
 - b. Establishes the County's rights and interests to images of volunteers.
 - c. Officially notifies volunteers that they are not entitled to financial payments if their pictures are used in publications, video, and films.
- iv. Two of 60 (3%) files did not have Release and Waiver Liability Forms which is required to be signed during the interview with the Volunteer Coordinator. This form releases the County from liability for animal bites, claims, and other causes of action and injuries.
- v. One of 60 (2%) files did not have Volunteer Standard of Conduct Form which is required to be signed during the interview with the Volunteer Coordinator. This form informs volunteers on County policies, including:
 - a. Conflict of interest
 - b. Acceptance and solicitation of gifts
 - c. Code of Ethics
 - d. Sexual Harassment Policy
 - e. Policy opposing Workplace Violence
 - f. Equal Opportunity Policy
- vi. One of 60 (2%) files did not include evidence of a volunteer application. ACAD's procedures require potential volunteers to complete the online application prior to attending New Volunteer Orientation. Volunteer Application forms document personal and background information about the volunteer, including criminal history.
- vii. One of 60 (2%) files did not include a background check clearance from the Risk Management Division. This document indicates that the volunteer was cleared for the Volunteer Program after review of the background check by the Risk Management Division.

- viii. One of 60 (2%) files did not have interview forms, or the date of the interview annotated on the application form. ACAD's procedures require an interview with the Volunteer Coordinator.

ACAD procedures require that volunteers complete and execute the forms listed above and that the documents are retained. Failure to obtain and retain all required forms and clearances may increase the County's legal risk and reduce management's ability to enforce shelter policies and take disciplinary actions.

Recommendation 68

We recommend management ensure all required volunteer application documentation is complete, executed and retained.

SECTION IV: LICENSING SERVICES

Background

Rabies Vaccinations

Chapter 4 of the Broward County Code, the Broward County Animal Care Ordinance, requires all cats and dogs four months and older to be vaccinated against rabies every year by a licensed veterinarian (or every three years if a three-year rabies vaccination was purchased). The law provides exceptions when:

- ❖ the cat or dog has been vaccinated against rabies within the past 12 months by a licensed veterinarian.
- ❖ a licensed veterinarian certifies in writing that a vaccination would be harmful to the pet's health; in which case a Waiver Certificate and Tag should be issued by the veterinarian.

Section 4-11 of the Broward County Code, the Broward County Animal Care Ordinance, requires that every cat or dog, four months of age or older, in Broward County have and wear a Broward County Rabies Registration Tag. This also protects pets in case it becomes lost or stolen. Thereafter, the pet owner must purchase a new Broward County Rabies Registration Tag annually, on the anniversary of the pet's rabies vaccination. If a pet received a three-year rabies vaccination, the tag must still be renewed every year, on the anniversary of the pet's rabies vaccination. Section 828.30 (3) of Florida Statutes requires that Veterinarians provide ACAD with copies of all rabies vaccination certificates.

Rabies Vaccination and Tags Purchased from Contracted Participating Veterinarians

Participating veterinarians, under contract with the County, provide one year or three-year rabies vaccination, issue a Rabies Certificate, and sell the pet owner a uniquely numbered Rabies Registration Tag. By the 15th of each month, participating veterinarians provide Broward County Animal Care Division with a package containing a summary listing all rabies registration tags sold, copies of the Rabies Vaccination Certificates, and remit a check for the total rabies registration tags sold during the prior month.



A Customer Service Representative (CSR) separates checks from the packages submitted by veterinarians, enters the check amount on a spreadsheet, copies, and places the check in the Vault for storage. A Data Team member uploads a copy of the Rabies Vaccination Certificate into Chameleon and enters the following information into the system:

- ❖ Name of pet owner
- ❖ Address of Pet owner
- ❖ Owner's contact information – telephone, email etc.
- ❖ Name of Pet
- ❖ Date the Rabies vaccination was administered,
- ❖ Rabies Registration Tag Number
- ❖ Amount paid by the pet owners for the Rabies Registration Tag

The Chameleon system generates a transaction summary for each Veterinarian to show the total amount due to the County. The Data Team member compares the total amount generated by Chameleon to the check submitted by the Veterinarian to ensure accuracy. If the check amount is less than the amount tabulated by Chameleon, the Division enters the amount into QuickBooks and bills the Veterinarian for the amount owed. If the check amount is more than the amount tabulated by Chameleon, the Division enters the amount into QuickBooks and the Veterinarian is provided a credit. A check is later issued to the veterinarian for excess amounts paid to Animal Care or the Veterinarian is directed to remit an amount that is reduced by the credit in the subsequent month.

Rabies Vaccination Purchased From Non-Participating Veterinarians.

Nonparticipating veterinarians provide Broward County Animal Care Division with copies of the Rabies Vaccination Certificates and County personnel enter the following information into the Chameleon System:

- ❖ Name of pet owner
- ❖ Name of Pet
- ❖ Date Rabies vaccination was administered
- ❖ Address of Pet owner
- ❖ Owner's contact information – telephone, email etc.

If the pet owners do not purchase a Rabies Registration Tag within 30 days of the shot the Chameleon system automatically generates a non-compliance letter that is mailed to the pet

owner. If no response is received a follow-up letter is automatically generated by Chameleon and mailed to the pet owner.

Rabies Registration Tags Purchased at ACAD.

Pet owners purchasing Pet Registration Tags at Broward Animal Care must provide a copy of the Rabies Vaccination Certificate. A Customer Service Representative scans and uploads a copy of the Rabies Certificate into Chameleon and enters the required information into Chameleon:

Required registration fees are collected from pet owners for the Pet Registration Tag, based on the following fee schedule:

- ❖ \$15 – Sterilized cats
- ❖ \$25 – Unsterilized cats
- ❖ \$35 – Sterilized Dogs
- ❖ \$55 – Unsterilized Dogs

Once fees are paid, a pet registration tag is issued.

Rabies Registration Tags Purchased Online

ACAD uses an e-commerce credit card payment management system for online purchase of rabies registration tags. Customers must upload a copy of the current Rabies Certificate into the system, complete the requested information, process payment to the County and wait approximately four weeks to receive the rabies registration tag via the mail.

Annual Renewal of Rabies Registration Tags

Thirty days prior to the anniversary date of the rabies shot the Chameleon System generates an automatic reminder notice to the pet owner of the pending expiration of the one-year annual rabies certificate. If the pet owner purchased a three-year rabies vaccination, only the registration tag would be required to be purchased.

Pet Registration Tag Inventory Management

Around September of each year, consideration is given to the purchase of rabies registration tags and waiver tags for the next year. ACAD has an agreement with National Band and Tag as tag providers. The quantity ordered is determined by the Business Manager based on the current and prior years' sales volume. The order should be placed no later than the beginning of November, earlier if possible, allowing time for receipt and distribution prior to January of the following year.

Upon receipt of the tag shipment, the quantity of cases and the serial numbers are verified. Tags are then sorted and distributed to Veterinarian partners based on each partner's previous year's sales.

Each year, at the same time the new tags are being delivered, the previous year's tags are picked up by Field Officers. The Officers pick up the tags along with a "Tag Return Form" describing the serial numbers of the tags being returned. Once the tags are returned to the shelter, an inventory is taken, and the information is entered on a tracking spreadsheet.

Shelter staff is required to reconcile each veterinary partner's account to ensure all monies and tags are accounted for. The old tags are then donated to a program for children who use the old tags for crafts and projects.

SECTION IV: OPPORTUNITIES FOR IMPROVEMENT

Our audit disclosed certain policies, procedures and practices that could be improved. Our audit was neither designed nor intended to be a detailed study of every relevant system, procedure, or transaction. Accordingly, the Opportunities for Improvement presented in this report may not be all-inclusive of areas where improvement may be needed. The following recommendations are applicable only if management does not outsource license tag sales.

40. Policies and Procedures for Pet Licensing Processes Have not Been Documented.

There are no written policies and procedures governing the pet licensing process. Process guides have been developed by various employees with instructions documenting how to enter pet license data into Chameleon; however, no procedures have been documented covering pet registration, tag issuance, tag renewals, enforcement processes, and the vet partner program. Policies and procedures should be developed and approved by management to ensure efficient and effective practices are consistently followed. Lack of written policies and procedures increase the risk of inconsistent practices and the inability to achieve organizational goals related to pet licensing.

Recommendation 69

We recommend management document policies and procedures related to pet registration, tag issuance, tag renewals, enforcement processes, and the vet partner program.

41. Monitoring and Reconciliation of Veterinary Partner Tag Sales are Inadequate.

During our review of monitoring and reconciliation procedures for veterinary partner tag sales, we noted the following:

- A. ACAD has not performed a reconciliation of 2019 Pet Registration Tags issued to Vet Partners as of June 29, 2020. According to agency records:
 - i. 91,100 Tags (2019) were issued to 123 Vet Partners, 11,717 (12%) (tags were returned as of June 29, 2020; however, the difference, representing 79,383 (87%) tags were not reconciled as sold as of June 29, 2020 as shown in Table W.

- ii. 7,100 Tags (2019) were issued to Vet Partners in the SNIP Program with 2,164 (30%) returned and the difference, representing 4,936 (70%) was not reconciled as used for the SNIP program as of June 29, 2020 as shown in Table W.

Table W
Unreconciled Difference in the Number of 2019 Registration Tags Issued Versus Returned

Description	Regular Tags	SNIP Tags
2019 Tags issued to Vet Partners	91,100	7,100
Tags returned as of June 29, 2020	11,717	2,164
Difference as of June 29, 2020	79,383	4,936

- iii. We reviewed a sample of fifteen randomly selected Vet Partners and noted eight of 15 (53%) vet partners did not remit 53 payments timely, totaling \$67,370. The payments were remitted 2 - 13 months after the month of sale as shown in Table X. In some instances, payments were not included with the reconciliations:

Table X
Timeliness of Veterinary Partner Payment Remittances

No. of Months Remitted after Month of Sale	Number of Months Sales	Amount
2 -5 months	32	\$38,500
6- 10 months	7	\$5,725
11 - 13 months	4	\$980
No payment	10	\$22,165

- iv. Section 2.1.8 of the Vet partner agreements provided for interest at 1.25% monthly, fifteen percent (15%) added to the balance due to the County and compounded monthly on the unpaid balance. We found no evidence that late remittances included the applicable interest.

County Administrative Policies and Procedures (CAPP), Volume 1: Accounting, Payroll & Tangible Property Procedures, Chapter 4: Receivables requires monthly review, frequent follow-up of outstanding unpaid receivables and delinquent Receivables (outstanding 120

days or more following the initial invoicing) should be referred to the County Attorney's Office for determination of collection status. Failure to perform timely review and follow-up on Vet partner reconciliations and outstanding past due balances could result in loss of County revenues.

B. Collection procedures for outstanding license fees are inadequate. During our review we noted:

- i. \$278,867 was owed to the County by Veterinarian partners as of January 28, 2020, with \$153,632 (55%) past due 91 days and over as shown in Table Y.

Table Y
Aging of Outstanding Veterinary Partner Payment Remittances

1-30 Days	31 – 60 Days	61- 90 Days	91 and Over	Total
53,895	\$55,185	\$16,155	\$153,632	\$278,867

- ii. We found no evidence that ACAD performed reasonably diligent efforts to collect County receivables as required by County Policy by issuing the required notices to Veterinarian Partners at 30, 60, and 90 days, and routinely referring accounts outstanding 120 days or more to the County Attorney's Office. We noted that demand letters were sent to Veterinarian Partners with outstanding balances once, in August 2019.
- iii. ACAD has continued to do business with veterinarian partners who have not complied with the terms of the agreement by not remitting amounts timely to the County.

County Administrative Policies and Procedures (CAPP), Volume 1: Accounting, Payroll & Tangible Property Procedures, Chapter 4: Receivables requires

- ❖ Active Receivables shall be reviewed monthly.
- ❖ A second notice shall be sent for all outstanding receivables on or before the 30th day following the initial invoicing.
- ❖ A delinquent notice shall be sent for all outstanding receivables on or before the 60th day following the initial invoicing.
- ❖ A collection notice shall be sent for all outstanding receivables on or before the 90th day following the initial invoicing if a collection agency is available.

- ❖ Delinquent Receivables (outstanding 120 days or more following the initial invoicing) should be referred to the County Attorney's Office for determination of collection status.

Recommendation 70

We recommend management ensure appropriate procedures are implemented to:

- A. Adequately reconcile vet partner registration tags timely.
- B. Follow up on outstanding remittances and charge interest at 1.25% monthly, fifteen percent (15%) added to the balance due to the County and compounded monthly on the unpaid balances.

Recommendation 71

We recommend management ensure appropriate procedures are implemented to:

- A. Comply with County policy requiring notices to be sent to veterinarian partners with past due balances at 30, 60, and 90 days after the initial invoices and refer delinquent receivables outstanding 120 days or more to the County Attorney's Office.
- B. Periodically review veterinarian partner compliance with agreements and take action to evaluate whether the County should continue doing business with the Veterinarian partner.

42. The Inventory of Pet Tags is not Adequately Controlled.

ACAD does not adequately control the inventory of Pet Tags. We identified the following concerns:

- A. A surprise physical count of the tags on hand on July 8, 2020, noted 86 boxes or 8,600 tags missing or unaccounted for. Revenues from tags range from \$15 to \$55 placing the value between \$129,000 to \$473,000.
- B. We identified 1,800 pet registration tags (18 boxes) stored on a table in the safe room with at least eight agency personnel having access to the room. We further noted that the registration tags are not accounted for on the safe log; as a result, we were unable to reconcile the 1,800 tags for accuracy. Revenues from tags range from \$15 to \$55 placing the value between \$27,000 to \$99,000.

- C. Tags on hand are not counted and reconciled monthly as required by County Administrative Policies and Procedures.
- D. A new custodian assumed responsibility for tags without counting and reconciling Tags on hand in March 2020 after the former custodian was terminated.

Section 5.2, Reconciliation, Volume 3, Chapter 1 of the County Administrative Policies and procedures (CAPP) requires an employee who is not involved in safekeeping or issuing tags to perform a monthly inventory and reconciliation. Failure to properly control pet tags could result in lost revenues or allow missing tags to remain undetected.

Recommendation 72

We recommend management ensure appropriate procedures are implemented to adequately manage and secure the inventory of pet registration tags.

SECTION V: CLINIC SERVICES

Background

Clinic Services

Broward County Administrative Code, Section 5.58 requires the Animal Care and Adoption Division (ACAD) to maintain a state-approved animal clinic staffed by licensed Veterinarians to administer treatment to sick, injured, and diseased animals; and perform surgical sterilizations of dogs and cats.

The clinic:

- ❖ Examines animals admitted to the facility
- ❖ Observes, monitors, and prescribes medical treatments to ensure the health of impounded animals.
- ❖ Administers euthanasia protocols
- ❖ Assesses the adoptability of animals

The clinic is staffed by Veterinary Technicians (Vet Techs) that assist the Veterinarians as follows:

- ❖ Prepare patients for surgery, including, shaving designated surgical areas on animals.
- ❖ Clean and Microchip animals.
- ❖ Perform adoption examination procedures and tests.
- ❖ Administer vaccinations and medical treatments.
- ❖ Monitor vaccines, drugs, and medical supplies; review and update order lists for items requiring replacement.
- ❖ Assists in responding to customer phone calls.
- ❖ Maintain the neatness and cleanliness of the clinic, free of animal body wastes and secretions, odors, and bacterial growth. Loose animal hair is to be removed to prevent floating about over the surgery area while the body cavities of the patients are open, thereby increasing the chance for infection.
- ❖ Maintain required clinic records and medical supply inventories in the Chameleon system.
- ❖ Enter medical notes and or medical conditions into the Chameleon system.

On a daily basis, Veterinarians walk through the kennels to check for sick or injured animals that need treatment.

Behavior Assessment

Animals displaying obvious aggressive behavior towards handling or treatment are identified during the examination process. The Veterinarian and designated Animal Care Supervisors review notes after observing the animals and conferring with staff to determine which animals are eligible for adoption.

SECTION V: OPPORTUNITIES FOR IMPROVEMENT

Our audit disclosed certain policies, procedures and practices that could be improved. Our audit was neither designed nor intended to be a detailed study of every relevant system, procedure, or transaction. Accordingly, the Opportunities for Improvement presented in this report may not be all-inclusive of areas where improvement may be needed.

43. Lack of Veterinary Coverage After-Hours, Limits the Shelter's Options to Care for Injured Animals.

There is no on-call Veterinarian available for pets with severe injuries needing immediate medical attention after-hours and the shelter has no agreement with another entity to provide emergency care. The shelter's Veterinarians are available for phone consultations after hours, but they are not required to come in to provide emergency care. Injured animals should receive adequate medical attention after hours. The lack of ability to provide medical care after hours limits the shelter's options to assist injured animals and increases the likelihood of negative outcomes, including euthanasia.

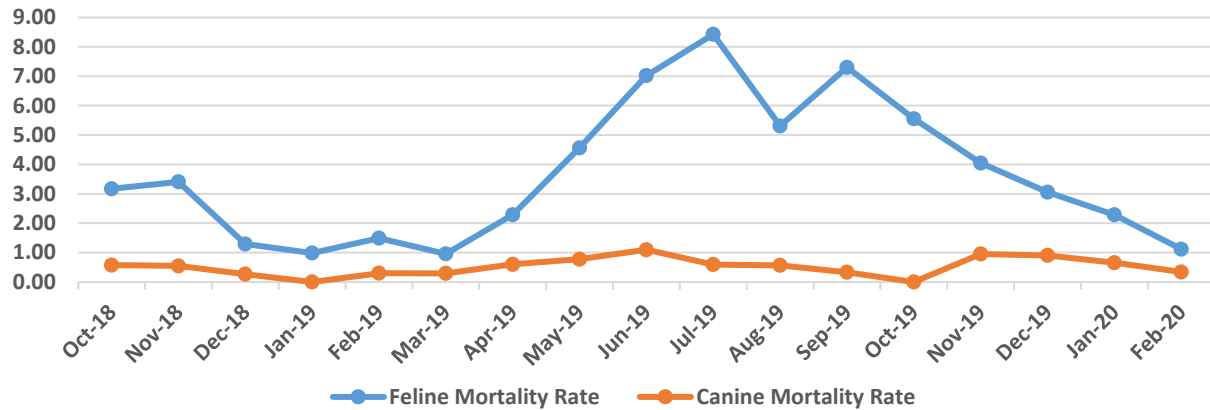
Recommendation 73

We recommend management provide on-call veterinarian services or contract with a veterinary hospital to provide emergency after-hours care.

44. Feline Mortality Rates Within the Shelter are Higher than Industry Standards.

Mortality rates for felines are not within industry standards. For 12 of 17 months reviewed, feline mortality rates were greater than the industry standard of 2%. Figure 34 shows mortality rate percentages for felines and canines from October 2018 through February 2020.

Figure 34: Mortality Rates for Felines and Canines From October 2018 Through February 2020 (in Percentages)



ASV Guidelines refers to "statewide data for municipal animal control and public or private rescue groups and humane societies in Virginia for the years 2004-2007" and indicate that <2% of cats and < 1 % of dogs received by those facilities were reported as having died in the shelter. In addition, a survey of 11 open-intake animal shelters, including large, municipal shelters in communities such as Los Angeles and New York City, revealed an average "shelter death rate" (calculated as number of dogs and cats that died in the shelter's care divided by total live dog and cat intake) of 0.75%).

Based on inquiry with management, Broward County experiences seasonal increases in felines that enter the shelter infected with Panleukopenia, which is an extremely contagious feline virus that spreads through the County and places unvaccinated kittens and cats at risk. The facility has limited resources to provide the care and medical treatment necessary to prevent animal loss during these outbreaks. Management should work to reduce the number of felines that die in care to within industry standards. Inability to reduce the feline mortality rate to within industry standards may be the result of some Opportunities for Improvement highlighted within this report and may affect the shelter's reputation.

Recommendation 74

We recommend management evaluate and implement methods and resources needed to reduce feline deaths to within industry standards.

45. The Inventory of Drugs and Medical Supplies is not Adequately Controlled.

ACAD does not adequately control the inventory of drugs and medical supplies. We identified the following concerns:

- A. The clinic does not utilize a centralized electronic inventory management system to monitor and track quantities of drugs and medical supplies on hand at the shelter and to track the issuance of drugs and medical supplies to employees who need them. The inventory of drugs and medical supplies with the exception of controlled substances are handled informally by Clinic Supervisors. Without an inventory system, management is not able to identify inventory needs, reconcile inventory counts, or detect lost or stolen items.
- B. Job duties and responsibilities related to the inventory of drugs and supplies are not adequately segregated. Clinic Supervisors are responsible for purchasing, receiving, distributing, utilizing, and monitoring the inventory of drugs and medical supplies. This combination of responsibilities creates a segregation of duties conflict. Segregation of duties is the concept of requiring more than one person to complete a task in order to reduce the risk of fraud and error. In regard to purchasing and inventory management, the following example duties should only be combined with caution.
 - i. Initiate inventory purchases – Only designated employees should have the ability to purchase inventory items.
 - ii. Authorize inventory purchases – Approval of purchases should be segregated from the ability to purchase.
 - iii. Verify or process the receipt of inventory – Employee other than the one who initiated the order should review and receive the order.
 - iv. Have responsibility for inventory counts – Individuals performing inventory counts should not be responsible for custody of assets.
 - v. Maintain access to or custody of inventory – Individual with custody of inventory should not be responsible for inventory counts.

Without adequate segregation of duties there is an increased risk of misuse or misappropriation of drugs and medical supplies.

- C. A periodic inventory count and reconciliation of drugs and medical supplies is not currently performed to obtain notification of missing drugs and medical supplies. Drugs and medical supplies are stored in cabinets within the clinic and distributed throughout

the facility. ACAD's general clinic procedures require that vaccines, medical supplies drugs and medical supplies are monitored. A periodic inventory count assists management in identifying errors or irregularities in the use or misuse of medications. Without periodic physical inventories, the risk of theft or loss of drugs and medical supplies going undetected is increased.

Recommendation 75

We recommend management implement an inventory management system to efficiently and effectively track drugs and medical supplies.

Recommendation 76

We recommend management ensure purchasing and inventory management duties are adequately segregated.

Recommendation 77

We recommend management ensure a minimum of one physical inventory count of drugs and medical supplies is performed annually.

46. Medical Procedures Require Enhancement and Should be Consistently Followed.

During our observations of medical procedures, we noted the following concerns:

- A. Periodic medical examinations are not performed for animals in the shelter greater than 30 days. ASV Guidelines state:

"When apparently healthy animals remain in care for longer than 1 month, exams including weight and body condition score should be performed and recorded by trained staff on at least a monthly basis. Veterinary examinations should be performed twice each year or more frequently if problems are identified."

Periodic medical evaluations will assist management in identifying and treating medical conditions and monitoring animal well-being in a timely manner for animals in the shelter for an extended period.

- B. Required documentation and data are not consistently included in animal records. During our review we noted the following:
- i. Five of 29 (17%) animals sampled, did not have documentation of a medical examination during intake within the Chameleon system. ACAD's procedures require that each animal be examined during the intake process. Documentation that this examination was performed is required to be documented within the Chameleon system. Without documentation of this medical exam, management is unable to demonstrate their due diligence to identify any potential medical issues for that animal and protect the shelter population from disease.
 - ii. Twelve (12) out of thirty (30) (40%) animals tested were missing evidence that their initial weight was recorded at intake, and two (2) out of thirty (30) (6%) animals tested were missing evidence that the animal's weight was recorded while at the facility. Animal's should be weighed during intake and periodically during stays over 30 days. By not performing animal weight monitoring, clinic staff is limited in their assessment of animal's health, and nutritional deficiencies could remain undetected.
- C. A process has not been established to ensure that the dosage amount of controlled substances entered into the Chameleon system is accurate and reasonable. For two of 10 (20%) of euthanasia dosages reviewed the amount entered into the Chameleon system greatly exceeded the amount required for the animal's weight.
- i. One cat with a weight of 8 lbs. should have received 1 cubic centimeter (cc) of Fatal Plus during euthanasia; however, 103 cc was recorded in Chameleon.
 - ii. One dog with a weight of 53 lbs. should have received 6 cc of Fatal Plus; however, 80 cc was recorded in Chameleon.

Based on discussions with Clinic staff, the clinic uses specific ratios based on the animal type and weight to calculate doses. Due to lack of employee oversight, these dose amounts were recorded in error. Without a process to ensure dosage amounts are recorded appropriately, employee data entry errors and omissions may remain undetected decreasing management's ability to account for the usage of controlled substances.

Recommendation 78

We recommend management perform monthly medical evaluations for animals in the shelter over 30 days.

Recommendation 79

We recommend management ensure appropriate procedures are in place to validate the completeness of animal records.

Recommendation 80

controlled substances entered into the Chameleon system is accurate and reasonable.

47. Management's Control and Staffing at Rabies Clinics Require Improvement.

The Rabies Clinic held on March 7, 2020, was not adequately staffed and controlled. There were a large number of attendees and insufficient staff and volunteers to monitor that animals and their owners maintained an appropriate distance apart and that animals remained under the control and supervision of their owners. At this event, a dog fight occurred in which one animal died and the other had to be euthanized. Increasing staffing and monitoring at these events would help ensure that animal owners maintain adequate control over their animals and that animals maintain an appropriate distance apart. While a security guard controlled the entrance to the facility and one volunteer ensured patrons completed the required paperwork, we noted that outside of the facility, the event was not staffed by ACAD personnel or volunteers. Failure to adequately staff and control rabies clinics increase risks to employee, volunteer, public, and animal health and safety.

Recommendation 81

We recommend management:

- A. Ensure rabies clinics are adequately staffed to monitor and control the event.
- B. Implement procedures to manage crowd size, such as appointment times and windows for faster service, and delayed entry when space becomes limited.

48. Disease Outbreak Response Procedures are not Documented.

During our observations of medical procedures, we noted that management has implemented procedures for managing disease outbreaks, including Parvo; however, these procedures have not been documented and formally approved. ASV Guidelines recommend that a disease response plan be created that include measures to minimize transmission to unaffected animals or people and ensure appropriate care of the affected animal. Because of the wide variety of pathogens, modes of transmission, and types of facilities, no single response can suit every circumstance. Disease outbreak procedures should be documented. A lack of documented procedures increases the risk that outbreak responses may not be comprehensive or effective.

Recommendation 82

We recommend management document and approve disease outbreak response procedures.

49. Biomedical Procedures Require Enhancement and Should be Consistently Followed.

During our observations of biomedical procedures, we noted the following concerns:

- A. ACAD is charged by weight for biomedical waste; however, ACAD does not weigh this waste to ensure that the amounts charged are appropriate. On a monthly basis, a third-party company collects and disposes ACAD's biomedical waste. A Medical Waste Removal and Disposal Form is completed by the company representative and ACAD clinic staff, verifying the release of the waste, the number of containers, and that the containers are secured for transport. ACAD is charged by weight, not the number of containers. ACAD clinic employees do not verify the weight of the waste, the third-party company weighs the waste at their facility and bills ACAD. Management should weigh medical waste to have some assurance that they are billed appropriately. Failure to verify and confirm the weight of the waste prior to pick up, could allow billing errors and inaccuracies to remain undetected.
- B. ACAD has not established a contingency plan for biomedical waste removal that includes an alternate biomedical waste transporter in accordance with Florida Statutes. The Florida Department of Health 64E-16.003 Facility Policies and Procedures states:

"Each biomedical waste facility shall implement a written operating plan to manage biomedical waste, in accordance with this chapter. This plan shall be available for review by the department and facility personnel. The

plan shall include the following: a description of training for personnel; procedures for segregating, labeling, packaging, transporting, storing, and treating, biomedical waste; procedures for decontaminating biomedical waste spills; and a contingency plan for emergencies."

An alternate biomedical waste transporter should be identified if the registered biomedical waste transporter is unable to transport this facility's biomedical waste. Failure to have a secondary transporter could potentially lead to biomedical waste not being removed and disposed of timely affecting the health and welfare of employees and sheltered animals.

- C. ACAD has established appropriate procedures for biomedical waste disposal; however, these procedures are not consistently followed. During our daily observations, we noted biomedical waste within regular garbage.

As shown in Figure 35, a bloody latex glove was discarded in the regular waste bin instead of the Sharps biohazardous waste container or plastic bag. To properly dispose of medical biohazardous waste, specialized Sharps containers and plastic bags are located in the ACAD clinic and intake areas. Medical biohazardous waste is defined as any waste contaminated with potentially infectious agents or materials that may pose a threat to public health or the environment. Clinic staff indicated that the bloody glove was discarded in the waste bin in error.



Failure to discard medical biohazardous waste appropriately may result in increased public health risks.

Recommendation 83

We recommend management implement procedures to independently weigh biohazardous waste to detect billing errors and inaccuracies.

Recommendation 84

We recommend management identify and contract with a secondary biomedical waste transporter using the County's procurement process.

Recommendation 85

We recommend management ensure established biomedical waste disposal procedures are periodically reinforced and followed.

50. Sanitation of Clinic Medical Facilities and Clinic Holding Areas Should be Consistently Followed.

During our observations of clinical medical facilities and animal holding areas during a 10-day period from January 29 to February 19, 2020, we noted the following:

- A. ACAD's medical facilities are generally adequately maintained; however, we noted the following:
 - i. Loose animal hairs in surgery area on two of 10 days (20%).
 - ii. Debris on surgical theatre floor on six of 10 days (60%).
- B. Sanitation of animal holding areas should be improved.
 - i. Animal holding areas were not free from animal waste and secretions for four of 10 days (40%) for cats and eight of 10 days (80%) for dogs.
 - ii. Strong odors in the dog holding area were noted four of 10 days (40%).

ACAD's clinic policies and procedures list the following responsibilities of Veterinarian Technicians:

"Techs are required to maintain the clinic medical facility in a professional manner and free of animal body wastes and secretions, odors and bacterial growth. Odor control should be achieved through cleanliness rather than air fresheners. Loose animal hair is to be removed to prevent floating about over the body cavities of the patients that are open, thereby increasing the chance for infection. Cleaning and disinfection are an ongoing process."

Mop, scrub, and squeegee clinic floors following the conclusion of surgery daily. Floors shall be maintained free of debris (cotton balls, paper, etc.) to avoid accidental slipping and injury.”

Inadequately maintained clinic facilities could negatively impact the health and recovery period of animals.

Recommendation 86

We recommend management ensure clinic medical facilities and holding areas are frequently and adequately sanitized according to ACAD’s procedures.

SECTION VI: FIELD SERVICES

Background

Field Service Operations

ACAD Field Services staff respond to calls and complaints received from citizens regarding animals. Calls are classified based on established priorities that determine the response times. E.g. a call regarding animal abuse and cruelty (where animal has been injured or in distress) represent a Priority One call with an expected response time of 30 to 60 minutes or less. ACAD's policies and procedures established the call priorities and expected response times shown in Table Z.

Table Z
Call Priorities and Expected Response Times

Priority	Description / Examples	Expected Response Time
1	Calls are to be treated as emergency situations and should be handled prior to responding to lower level priority calls. Examples include: ❖ Injured and/or sick stray animals ❖ All Police assist type calls ❖ Stray animal bites (or bite animal still at-large)	30 -60 minutes or less.
2	Calls are urgent; outside of responding to a Priority 1 call and should be handled as soon as possible. Examples include: ❖ Confined stray animals ❖ Animal confined in a trap ❖ Return to Field	ASAP before the end of shift or same day.
3	Calls should be handled in a routine manner and remain a lower priority than a Priority 1 or 2 call. Examples include: ❖ field investigations ❖ At-large/leash law (unless indicated animal aggressive) ❖ Harboring	24 to 48 hours or less.

Priority	Description / Examples	Expected Response Time
4	Calls should be handled as a matter of routine and remain a lower priority than Priority 1, 2 or 3 calls. Examples include: ❖ DOAs (in unincorporated areas only) ❖ Tags/Certificates delivery or pick-up ❖ Donation pick-up	48 to 72 hours or less.

During FY 2015 to FY 2019, ACAD received approximately 61,500 calls and complaints requiring Field Services responses as shown in Table AA.

Table AA
Field Service Call Volumes FY 2015 Through FY 2019

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Calls	15,030	15,015	12,156	9,937	9,357
Total Calls	61,495				

SECTION VI: OPPORTUNITIES FOR IMPROVEMENT

Our audit disclosed certain policies, procedures and practices that could be improved. Our audit was neither designed nor intended to be a detailed study of every relevant system, procedure, or transaction. Accordingly, the Opportunities for Improvement presented in this report may not be all-inclusive of areas where improvement may be needed.

51. Field Service Response Procedures and Times Need Improvement.

During our review of field service response activities, we noted the following:

- A. Nineteen of 60 (32%) field service calls sampled had response times that exceeded expected response times established in ACAD's policies and procedure, "Calls for Service Priorities" which require calls to be answered within the following timeframes:

Table AB
Call Priorities and Expected Response Times

Call Priority	Expected Response Time
Priority - One	30 – 60 minutes or less
Priority -Two	Before end of shift/same Day
Priority -Three	24 – 28 hours or less
Priority - Four	48-72 Hours

- B. The dispatch function is performed by a designated field service officer each shift while in the field increasing response times. Dispatch and call response activities should be segregated. While the designated field officer is responding to a call, dispatch activities cannot be efficiently performed and vice versa affecting response times.

Field calls should be within expected timeframes based on priority unless there are extenuating circumstances. Failure to adhere to response time standards could potentially lead to adverse outcomes to residents and pets, and may negatively affect public perception of services provided by ACAD.

Recommendation 87

times. Exceptions should be documented and reviewed for reasonableness.

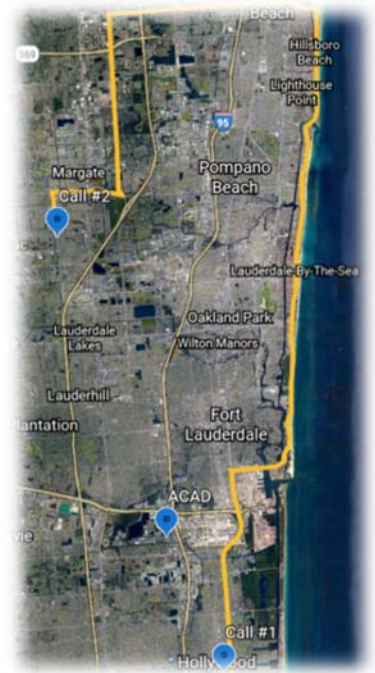
Recommendation 88

We recommend management separate dispatch and call response functions.

52. Monitoring of Field Service Personnel Activity is Inadequate.

During our review of field service monitoring activities, we noted the following:

- A. There are currently no formal Field Service Officer monitoring procedures. Based on discussions with the Field Service Supervisors, a review of the Daily Activity Response Report which captures calls to which officers are assigned is reviewed on an as-needed basis, but there are no documented procedures governing this activity.
- B. During our review of Field Service Officer activities using global position system (GPS) data for February 27, 2020, we identified irregular patterns, including:
 - i. Longer than usual routes between call locations. Field Officers should take the most direct route to each call-in order to respond timely.
 - ii. Spending most of the shift driving on highways, instead of driving through communities to patrol. Field Officers are required by ACAD's procedures to patrol neighborhoods.
 - iii. Stops unrelated to a specific call that appear longer than what would be considered normal or related to field officers' daily duties.
 - iv. Returning to the Shelter 50 to 90 minutes before end of shift while open calls were not responded to.
- C. Four of 16 (25%) field service trucks are not equipped with GPS units, and three are regularly utilized by Field Service



Officers. Field service trucks should be equipped with GPS devices to monitor Field Officer activity.

Field Service Officer activity should be routinely monitored. Without adequate monitoring, inappropriate activity and performance issues may not be detected in a timely manner.

Recommendation 89

We recommend management design and implement formal procedures to monitor field service officer activity.

Recommendation 90

We recommend management routinely monitor field service officer activity for compliance and reasonableness.

Recommendation 91

We recommend management ensure all field service trucks are equipped with GPS units.

53. Reconciliation of the Use of Controlled Substances by Field Officers Requires Improvement.

Despite evidence that controlled substance use logs were reviewed by clinic staff as required by ACAD's procedures, we noted errors. Specifically, we reviewed a sample of 12 bottles, representing 160 documented uses of controlled substances by six Field Service Officers and noted the following concerns:

- A. Seventy-one of 160 (44%) doses of controlled substances provided to animals documented on paper logs differed from the doses entered within the system of record, Chameleon. Data entered into the system of record should be accurate. Failure to ensure accurately enter data into the system of record reduces management's ability to monitor and account for the use of controlled substances.
- B. Eleven of 12 (92%) paper logs for bottles of controlled substances used contained a total of 148 mathematical errors where either the amounts used or the remaining balance of controlled substances remaining in the bottle could not be accurately reconciled. Reconciliation of the use of controlled substances should be designed to detect errors.

Failure to adequately reconcile the use of controlled substances may allow the misuse of these substances to remain undetected.

- C. Clinic staff did not sign-off on 4 of 12 paper logs (33%) as evidence of review. The review of controlled substance logs should be documented as required by ACAD's procedures. Without documenting the review of controlled substance logs, management is unable to demonstrate that established procedures were followed.

Recommendation 92

We recommend management implement appropriate procedures to ensure that data entered into Chameleon matches the logbook entries.

Recommendation 93

We recommend management ensure reconciliation procedures are adequate to consistently identify and resolve errors in controlled substance use logs.

Recommendation 94

We recommend management ensure procedures to document the reconciliation of controlled substance logs are documented.

54. Data Entry Errors Within Chameleon Inhibit Determination of Who Issued Controlled Substances.

Data entry errors and inconsistencies in how employees enter "Treat by" identification information indicating who administered a controlled substance within Chameleon inhibit management's ability to identify who administered the substance. During our review, we noted:

- A. Transposition errors in the employees' "Person ID". One transposition error resulted in 49 of 105 (47%) controlled substance treatments being assigned to an Animal Care customer as opposed to the staff person who performed the treatments.
- B. Inconsistent use of employee identification including Chameleon Person ID, officer badge ID, employee's initials, or other alpha based entries.
- C. The "Treat by" field was left blank in 3% of controlled substance treatment records observed during the audit period.

Data entry processes should be standardized and include input controls to ensure consistency and accuracy. The administration of controlled substances should be accurately recorded and routinely monitored to ensure any unusual trends are detected and investigated for appropriateness. Failure to accurately record the issuance of controlled substances contributes to a lack of accountability over the administration of controlled substance, management's inability to accurately track activity performed by employees, and the inability to detect trends in controlled substance administration that could be indicative of inappropriate usage.

Recommendation 95

monitored, and reviewed.

55. Telephone Voice Prompts Directing Calls to Field Service Officers Should be Clarified.

Telephone voice prompts to transfer calls to Field Services Officers need revision to restrict transfers to relevant calls. The system prompts the caller to select "Field Services" to report an animal related issue other than a lost or found animal. As a result, Field Service Officers receive a high volume of calls for adoptions, wildfires, and other matters outside their scope of duties. Automated answering systems should appropriately route calls with minimal human intervention to the correct area of responsibility. Receiving and Handling unrelated calls decrease efficiency and productivity of field officers.

Recommendation 96

We recommend management review and update telephone voice prompts to reduce the number of non-relevant calls transferred to Field Service Officers.

SECTION VII: CUSTOMER SERVICE

Background

Customer Service Representatives

Customer Service Representatives (CSRs) are expected to have a working understanding of all areas of Shelter operations, they are expected to be proficient in the following areas:

Adoptions Program

CSRs are responsible for approving and processing applications and application fees. Upon approval, CSRs process adoptions, counsel and provide new owners with resources to aid in the animal(s) successful transition into their forever homes.

Foster Program

CSRs are responsible for approving and processing foster applications. Upon approval, CSRs may process an animal for Foster and/or enter the foster approved applicant into the foster database for future foster needs

Intake

CSRs play a vital role during the intake process. The intake process includes, but is not limited to:

- ❖ Owner Surrender
- ❖ Stray intake

CSR will process each incoming animal by scanning and photographing, collecting all available information about the animal, and entering it into the Shelter's record keeping system before the pet is passed to the Medical staff or Kennel staff accordingly.

Donations

CSRs are tasked with accepting monetary and material donations valuing \$499.99 or less from a citizen or an organization. In return, CSRs thank the benefactor with a token of appreciation offered by the County.

Retail Sales

CSRs are responsible for processing retail sales and refunds alike. A retail transaction may occur during a processing of an animal or on its own. CSRs are responsible for adding the item(s) to the customer's invoice, verifying the quantity, price, and payment information before storing the invoice in Chameleon. Since cash refunds can take approximately 6 weeks, CSRs are tasked with issuing direct vouchers (DV's) even for the smallest cash refunds. CSRs are also responsible for maintaining inventory and sales of the retail items either donated to Animal Care or purchased by Animal Care for resale.

Incoming Calls

All calls to ACAD's main number are answered by an automated system which then routes the calls to either an extension or to the County's Call Center. ACAD's procedures require CSRs to answer calls within three rings. During the 19 months reviewed ACAD received approximately 54,500 calls and approximately 11,900 or 22% were answered by CSRs.

Table AC
ACAD Incoming Customer Service Call Outcomes During Audit Period

Call Outcome	Count	Percentage of Total
Answered by Animal Care Customer Service	11,887	22%
Answered by Call Center	1,822	3%
Forwarded to Voicemail	40,839	75%
Grand Total	54,548	100%

SECTION VII: OPPORTUNITIES FOR IMPROVEMENT

Our audit disclosed certain policies, procedures and practices that could be improved. Our audit was neither designed nor intended to be a detailed study of every relevant system, procedure, or transaction. Accordingly, the Opportunities for Improvement presented in this report may not be all-inclusive of areas where improvement may be needed.

56. Public Records Requests are not Responded to in a Timely Manner.

ACAD received 599 public records requests during the period October 1, 2018 to May 22, 2020, with an average response of 43 days. As of May 22, 2020, 62 public record requests were open with an average of 314 days since the receipt date. We selected a sample of 30 public records requests and noted the following:

- A. Ten of 30 (33%) were not fulfilled within 30 days of the initial request dates as shown in Table AD.

Table AD

Response Timeframes for Sampled Public Records Requests October 1, 2018 to May 22, 2020.

Closed 30 Days or less	Closed 60 to 114 Days	Open PRR 85 Days 5/22/2020	Open PRR 311-349 Days (5/22/2020)	Open PRR 422-443 Days (5/22/2020)
20	3	1	3	3

Best Practices for Humane Care indicate that all organizations should be willing and able to share information with the public and other entities regarding the number and types of animals received and cared for, disposition of each animal, number and types of complaints responded to in the field and the outcome of those complaints if applicable. Organizations must be diligent to ensure that all data is complete and accurate.

Per Florida Statutes, public records requests are required to be fulfilled within a reasonable amount of time without reasonable delay. Failure to respond to public records requests in a reasonable timeframe may increase the County's legal risks.

Recommendation 97

We recommend management ensure appropriate procedures are implemented to respond to public records requests within a reasonable timeframe.

57. Customer Service Training is not Consistently Provided and Requires Enhancement.

During our review of the shelter's customer service training practices, we noted that the following:

- A. ACAD is not in compliance with County-wide, customer service training. We noted that on 2 of 24 (8%) employees hired after October 1, 2018 completed the Countywide SUNsational Service Training as of June 3, 2020. All Broward County employees are required to attend the SUNsational Service training within one year of employment.
- B. There is no formal and periodic in-house Customer Service training provided to ACAD employees on ACAD specific customer service policies and procedures. Customer service training is essential to providing the best experience to members of the public.

Failure to attend customer service training may result in employees inadequately trained to deal with members of the public to ensure the highest level of customer service is provided to County visitors affecting adoptions and returns.

Recommendation 98

and ensure employees attend required County training.

Recommendation 99

We recommend management ensure staff receive ACAD specific customer service training as well as periodic refresher training.

58. Customer Service Calls are not Adequately Handled.

During the audit period, we noted that customer service calls are not handled adequately. Specifically, we noted:

- A. The ACAD Customer Service number received 54,548 calls. Of those calls, 42,661 (78%) were not answered by Customer Service personnel. We found that:

- i. 75% of the unanswered calls were forwarded to voicemail.
- ii. 3% of unanswered calls were forwarded to the call center.

ACAD's policy and procedures require telephones to be answered within three rings. According to management, failure to answer calls timely may be attributed to staff shortages. Failure to answer incoming calls may deter potential adopters and possibly impact adoptions and fosters and contribute to a negative public perception of the shelter.

- B. During our review, we placed 20 calls to shelter to identify areas of improvement. We noted the following:

- i. 8 of 20 (40%) calls were determined to be "satisfactory" and the overall experience was positive.
- ii. 12 of 20 (60%) calls were determined to be "needs improvement", or a voicemail was "not returned"
 - a. For 6 of the 12 calls there were no options available to members of the public with no access to the Internet. Information is only provided within automated messages and the caller is recommended to visit ACAD website. Three call options on the voice response unit provide no opportunity to speak to a customer service representative. (*Options #2 – Spay and Neuter, #8 – Rabies, #9 – Volunteer*)
 - b. Two of 20 (10%) calls went to a voicemail directing the caller to ACAD's website as the individual responsible was out of the office for an extended period.
 - c. Two of 20 (10%) calls were not returned within 3 days of the auditor leaving a voicemail.

- d. Two of 20 (10%) calls were determined to be unsatisfactory as the customer service representative did not provide adequate responses.

Calls should be answered in a timely and consistent manner to ensure members of the public are provided a high level of customer service. Additionally, The Division's SOP require calls to be answered by the 3rd ring per ACAD Customer Service policies and procedures. Failure to answer customer's calls into the shelter results in poor customer service and may result in reduced adoptions, and increases in unlicensed pets, stray animals, and shelter population.

Recommendation 100

We recommend management ensure adequate coverage of designated Customer Service phone lines.

Recommendation 101

We recommend management review policies, procedures, and training related to handling of calls coming into the shelter and provide an option to speak with someone at all times since some members of the public may not have access to the internet to access information.

59. Customer Service Practices at ACAD Require Enhancement.

During our review of customer service practices at ACAD, we noted that management does not proactively solicit feedback from customer groups. We conducted surveys of various groups that interact with the shelter. The customer rating and customer comments about areas requiring improvement collected are included below:

Adoption

Customer Rating: 86%

- There was no follow-up communication after the adoption to offer support or to inquire about the animal's status and its assimilation to its new environment by 77% of respondents.
- The shelter has a foul odor.
- Medical and behavioral conditions are not consistently and adequately disclosed. **Example 1:** An employee informed an adopter that the animal's medical condition was clear, when in fact the dog had a medical issue that causes its urine to be "neon yellow". **Example 2:** An employee rushed an adopter to leave because he arrived an hour before closing time. He added that the employee failed to fully disclose the dog's medical condition (the dog had cancer). As a result, the adopter alleged that he incurred significant medical expenses to treat the dog. **Example 3:** One adopter returned a dog after learning it needed \$5,000 in dental work. **Example 4:** One adopter returned a dog because it was too aggressive.

Foster

Customer Rating: 80%

- ACAD should improve parking and not have guests park at the side of the street.
- Provide medical assistance to neonates, even if they may be euthanized.
- Feed neonates. They are always starving.
- Fosters are not able to get an appointment and often are required to leave animal at the shelter.
- Fosters should be allowed to accompany the animals for clinical visits.
- Vets should be careful not to use the same gloves to prevent cross contamination - Vets infected two foster kittens with ring worm that was later transmitted to Foster's other cats.
- Kitten dewormed but not provided antibiotics. Foster incurred the cost of a private vet and antibiotics and was not reimbursed.

Rescue

Customer Rating: 80%

- Open Earlier.
- Open 7 days per week.
- Vaccinate every dog for rabies and "5-in-1" vaccines after the stray hold is up. Danger to the public.
- Reach out to rescues proactively for dogs needing medical assistance.
- Fosters should be allowed to accompany the animals for clinical visits.
- Provide adequate medical records to aid the Rescue with plan of care for dog.
- Before doing an age estimate, ensure there is not an available date of birth for the dog.
- Enrich the Dogs. If it means bringing more Volunteers, so be it.
- The shelter should do better behavioral assessment and offsite evaluations to aid the rescue in placement planning.
- Form and maintain more personable relationships with rescue partners. For example, rescue partners never meet the person they communicate with via email when coordinating a rescue. Furthermore, when he comes to the facility to collect the animal, he meets with a CSR who is not familiar with the process, and he has to brief them.
- Need accessibility to discuss medical with Veterinarian.
- Rescue should be met with separately from the general public.
- ACAD should invite rescue partners to tour the facility, show appreciation to encourage rescue partners to want to work with ACAD.
- Work more expediently with rescues to get injured animals rather than leave them in pain in a kennel.
- Make sure the hygiene of the animals is maintained regularly.
- Send a daily list of all the animals available for rescue to all the Partners. Rescue would pull more animals if they knew there were more than just those blasted via email.
- Shelter should be more proactive at reaching out to the Rescues rather than having the rescue reach out to them

Euthanasia

Customer Rating: 71%

- Shelter procedures can make it easier for the person surrendering their animal since it is already difficult to be surrendering animals to be put down. For example being with the animal during euthanasia.
- Overall satisfied with shelter and services. Had a very negative experience with one volunteer. According to the owner, a volunteer accused him of animal cruelty because she assumed he was causing the animal to overheat in the back of his truck. The customer explained that the animal was in fact vomiting and diarrhetic hence the condition of the animal. She also called the Sheriff on him claiming animal cruelty. All this occurred while he was waiting for the shelter to be opened. He also claimed that she was racist and that she implied that "black people do not know how to take care of dogs." He said the volunteer in question claimed she 'was the president of the shelter.' He did not recall her name, but remembered she appeared to be wealthy and was driving an electric car.
- Owner's Dog bit 4 dogs and there was an attached police report imploring him to get the dog euthanized. Staff did not want to perform intake and told him he would have to come back in a few days. He became incredibly frustrated and became irate telling them that he would not leave until they took the dog. Eventually the animal was surrendered and euthanized. Owner claimed this was the second time he tried to surrender the animal and staff gave him the same run-around. Not happy at all."
- Owner had to wait 45 minutes. She thinks this could be improved as she had to wait with the dog, and it was already a difficult time having to put down her dog.
- Owner was turning in her cat who was 19 years old. Staff and volunteers can be a bit more understanding and compassionate. She was told to return in a few days after filling out paperwork. She became irate and hysterical and thought the process was redundant. The owner also did not like that everything occurred outside.
- Queuing system can be improved. Having to take a number while waiting to euthanize an animal is a bit challenging.

Veterinary Partners

Customer Rating: 78%

- It is very difficult to contact the shelter when there are discrepancies.
- The shelter does not have enough staff.
- The shelter needs more staff willing to work.
- ACAD should establish online access to input information for reimbursement.
- The reporting system is manual and the online portal is inefficient and does not work. Reporting should be streamlined.
- Shelter administering incorrect drugs to cats that can result in blindness.
- Shelter should have a website listing answers to frequently asked questions.
- Poor communication with Vet Partner resulting in accounts being erroneously classified as delinquent.
- Reconciliation review and feedback approximately two months delayed.
- County could benefit from multiple year tags.
- Waited two months to receive additional tags.
- Submitted monthly reconciliation but then erroneously notified of non submittal.

Attention to feedback received from former visitors to the shelter is essential to ensuring the highest level of customer service is provided to former and future visitors. By not obtaining customer satisfaction feedback, opportunities for improving the shelter are missed. Failure to improve the customer experience could erode public trust and confidence in the shelter.

Recommendation 102

improvement to shelter operations.

Recommendation 103

We recommend management review the comments collected above and evaluate whether any comments noted above not specifically addressed in this report can be resolved.

SECTION VIII: GOVERNANCE

Background

Standard Operating Procedures

ACAD has established standard operating procedures to govern activities within the shelter. Standard operating procedures cover a variety of operational areas including:

- ❖ Calls for Service Priorities
- ❖ Animal Impounding and Unloading.
- ❖ Scanning Animals for Microchips
- ❖ Veterinary Clinic
- ❖ Euthanasia Review
- ❖ Security Controls
- ❖ Disinfecting / Cleaning
- ❖ Adoptions
- ❖ Information Technology User Access

Animal Care Advisory Committee

The Animal Care Advisory Committee was created by Broward County Resolution No. 2008-832, adopted November 13, 2008. The Animal Care Advisory Committee does not operate in a regulatory or authoritative capacity, but rather is available to assist Animal Care concerning animal issues or shelter programs and services.

The Committee also helps to administer the Animal Care Trust Fund and accepts and disburses gifts, grants and other awards of money paid to Broward County for the use and benefit of animals in the County.

The Board consists of eleven (11) members. Each County Commissioner shall appoint one (1) member who shall represent a specific category chosen by draw as follows:

- ❖ Veterinarian licensed by the State of Florida who is currently practicing veterinary medicine in Broward County, whose practice consists primarily of caring for domestic animals;

- ❖ Full-time employee of an animal welfare organization;
- ❖ Member of a local, nonprofit organization providing services to stray or unwanted animals;
- ❖ Certified Applied Animal behaviorist;
- ❖ Full-time employee of a municipal animal regulatory agency empowered and authorized to enforce local ordinances;
- ❖ Full-time employee of a law enforcement agency, or a former employee of a law enforcement agency who has significant experience in investigating animal cruelty or other animal-related crimes;
- ❖ Full-time employee or active board member from a wildlife animal rescue organization who has at least one (1) year of experience actively managing operations in the organization;
- ❖ Owner, partner, or officer of a pet retail store who resides in Broward County, and whose business represents the local sales market; and
- ❖ Full-time employee from the State of Florida Broward County Health Department, or someone who specializes in epidemiology, zoonotic, or communicable diseases.

The Board shall also appoint two (2) members of the Advisory Committee at large, neither of whom shall meet any of the categorical requirements set forth above.

Animal Care Advisory Committee meetings are held quarterly a minimum of 4 times per year.

SECTION VIII: OPPORTUNITIES FOR IMPROVEMENT

Our audit disclosed certain policies, procedures and practices that could be improved. Our audit was neither designed nor intended to be a detailed study of every relevant system, procedure, or transaction. Accordingly, the Opportunities for Improvement presented in this report may not be all-inclusive of areas where improvement may be needed.

60. The Animal Care Advisory Committee is not Operating in Accordance with the Administrative Code.

Animal Care Advisory Committee (ACAC) is not set up in accordance with Chapter 12, PART XXVII, Broward County Administrative Code. During our review, we noted the following:

- A. The Committee is comprised of six members, not the eleven required by Section 12.290. Committee members from the following membership categories are not present:
 - i. nationally recognized animal welfare organization
 - ii. certified applied animal behaviorist
 - iii. municipal animal regulatory agency
 - iv. wildlife or large animal rescue organization, and
 - v. State of Florida Broward County Health Department.

Section 12.290 of the Administrative Code requires ACAC to be composed of the following 11 members, as follows:

- i. A veterinarian licensed by the State of Florida who is currently practicing veterinary medicine in Broward County, whose practice consists primarily of caring for domestic animals;
- ii. A full-time employee of a nationally recognized animal welfare organization (e.g. The Humane Society of the United States, Best Friends Animal Society, American Humane, Society of Animal Welfare Administrators, American Society for the Prevention of Cruelty to Animals, the National Federation of Human Societies, etc.);
- iii. A member of a local, nonprofit organization providing support or services to stray or unwanted animals;

- iv. A certified applied animal behaviorist who has a Bachelor of Science or Bachelor of Arts degree in animal psychology, ethology, animal sciences, veterinary medicine, or similar discipline with additional training and/or education in applied animal behavior;
- v. A full-time employee (supervisor, manager, director, etc.) of a municipal animal regulatory agency empowered and authorized to enforce local ordinances;
- vi. A full-time employee (supervisor, manager, director, etc.) of a law enforcement agency, or a former employee (full- or part-time) of a law enforcement agency who has significant experience in investigating animal cruelty or other animal-related crimes;
- vii. A full-time employee or active board member from a wildlife or large animal rescue organization who has at least one (1) year of experience actively managing operations in the organization;
- viii. An owner, partner, or officer of a pet retail store who resides in Broward County, and whose business represents the local sales market;
- ix. A full-time employee (supervisor, manager, director, etc.) from the State of Florida Broward County Health Department, or someone who specializes in epidemiology, zoonotic, or communicable diseases; and
- x. Two members who do not belong to any of the categories above.

Four County Commissioners have not appointed a member to the Animal Care Advisory Committee. As a result, the Animal Care Advisory Committee lacks the depth of knowledge and experience required by the Administrative Code to assist in developing public policies concerning animal issues, and to assist in goal setting, and long-range planning for the Animal Care and Regulation Division.

- B. The Animal Care Advisory Committee does not consistently act within the functions, powers, and duties granted to it by the Administrative Code. Six of 9 (66%) of the decisions made by the committee were inappropriate and exceeded the committee's function as shown in Table AE.

Table AE
Evaluation of Animal Care Advisory Committee Motions for Calendar Years 2018 and 2019.

ACAC Meeting Date	Motion	Motion Within ACAC's Scope	Amend Ordinance or Admin Code	Long-Range Plans	Shelter Operations
2/2/2018	Advise to Board to amend Section 12.290, Administrative Code, to add two at-large members to ACAC	Yes	1		
4/13/2018	Advice to Board to amend Section 12.290, Administrative Code, to reduce number of ACAC members from eighteen to nine	Yes	1		
6/14/2019	Funding for Sterilization Program and Adoption Program	No			1
8/2/2019	Cap of \$2,000 in medical reimbursement to fosters and adopters	No			1
8/2/2019	Allocate funds from Adoption Trust for animal behaviorist services	No			1
8/2/2019	Form a round table to discuss future of volunteers	No			1
8/2/2019	Temporary suspension on firing volunteers	No			1
11/8/2019	Advise to Board to amend Ordinance Chapter 4, Dogs and Cats	Yes	1		

ACAC Meeting Date	Motion	Motion Within ACAC's Scope	Amend Ordinance or Admin Code	Long-Range Plans	Shelter Operations
11/8/2019					1

The ACAC does not limit agenda items to topics that assist with the refinement of general policies, shelter programs, services, and development of long-range plans. Instead, the ACAC agenda includes public input and committee discussions concerning shelter operations. Pursuant to Section 12.293, Administrative Code, the ACAC

- ❖ Shall serve as an advisory body to assist with the refinement of general policies, shelter programs, services, and development of long-range plans for the Animal Care and Regulation Division.
- ❖ Shall not operate in a regulatory or authoritative capacity.
- ❖ May advise the Board of County Commissioners regarding revisions to the Animal Care and Regulation Ordinance, animal-related issues, and policies.
- ❖ Shall make requests and recommendations in writing to the Director of the Animal Care and Regulation Division.

Failure to focus on areas of responsibility reduces the effectiveness of the ACAC.

Recommendation 104

required members of the Animal Care Advisory Committee.

Recommendation 105

We recommend management work with ACAC to restrict agenda items to functions and responsibilities outlined in the Code of Ordinances.

61. Arrangements for a Partnership with a Non-Profit to obtain a Grant was not Well Defined or Subject to Written Agreement.

ACAD management reached out to selected non-profits to raise matching funds for a Petco matching grant. There was no opportunity for other non-profit organizations to participate and no partnership agreement was defined to manage the relationship and the funds received. ACAD raised \$11,124 and the non-profit raised \$10,000. The shelter received the \$20,000 matching grant.

Partnerships with third-party organizations should be defined and controlled. Failure to take due care may impact the perception of the County and the relationship with the participating organization.

Recommendation 106

We recommend management ensure partnerships with third party organizations are controlled by written agreement.

62. Performance Measures are not Consistently aligned with Organizational Objectives or Adequately Supported.

Performance Measures are not Consistently aligned with Organizational Objectives or Adequately Supported. During our review, we noted the following:

- A. Performance measures and organizational objectives are not consistently aligned as shown in Table AF

Table AF
Organizational Objectives Versus Performance Measures

Objectives	Performance Measures
1.1: Reduce length of stay.	Number of animals released to rescue groups
1.2 Develop larger "Return to Field" program for all healthy outdoor cats.	Number of animals sterilized
1.3 Develop a targeted marketing/media campaign ahead of kitten season.	Live release rate %

Objectives	Performance Measures
1.4 Vaccinate all pets entering shelter for disease prevention.	
1.5 Increase ACAD adoption events at the shelter and offsite.	Number of animals adopted
1.6 Implement pet enrichment programs.	
1.7 Update practices, including technology, to best identify the needs of our pets.	Number of animals sheltered (intake)
1.8 Capacity for Care and Sanitation Protocols.	
2.1 Establish an effective “Help Line” for the community.	
	Number of free or low-cost sterilizations and community wellness services performed
4.1 Implement larger scale Foster Program.	Number of foster hours
4.2 Volunteer participation in all areas of the shelter.	Number of volunteer hours
5.1 Enhance counseling and alternative resources during potential pet surrender situations.	
5.2 Increase Community engagement of Field Officers to encourage pet retention.	
5.3 Transfer from Municipalities.	
5.4 Increase Marketing Efforts.	
6.1 Clear expectations for all ACAD positions/Improved Communications.	
6.2 Conduct Training on Standard Operating Procedures to Call Center.	
6.3 Mandated Training for Officers.	
7.1 Formalize an agreement with strategic partners, non-profit organizations, and national partners to be part of a “Coalition” or “Alliance.”	

Objectives	Performance Measures
7.2 Increase Community Support/Outreach.	Number of educational outreach programs
8.1 Identify improvements to Division animal abuse and cruelty procedures and enforcement options.	
	Number of rabies registration licenses sold
	Number of pets returned to their owners at the shelter
	Number of animals returned to their owners via the Free Ride Home Program
	Number of visitors to the shelter
	External customer satisfaction rating
	Average response time per call (minutes)
	Compliance percentage after warning

Organizational objectives and performance measures should be aligned. Failure to align objectives and measures increase the risk that organizational objectives will not be achieved.

- B. ACAD was unable to provide accurate supporting data for two of four (50%) reported performance measures we reviewed:
- i. Number of Volunteer Hours. OMB reported 25,383 hours and ACAD supported 22,665 hours, a difference of 2,718 less hours (10.7%).
 - ii. Number of free or low-cost sterilizations and community wellness services performed. OMB reported 9,515 services and ACAD supported 9,961 services, a difference of 446 more services (4.7%).

Data used to support performance measures should be adequately maintained. Failure to adequately support performance measures jeopardize the achievement of organizational

objectives, reduces the effectiveness of management's decisions, and reduces confidence in the data provided by the agency.

Recommendation 107

We recommend management goals improve the alignment between organizational objectives and performance measures.

Recommendation 108

We recommend management ensure the agency's performance measures are adequately supported.

63. The Span of Control for the Assistant Director Seems Excessive and Should be Reduced.

During our review, we noted that 15 positions report directly to the Assistant Director which seems excessive. An ideal span of control, is around 6 subordinates per manager (*See "Span of Control in an Organization" by Himanshu Juneja, December 26, 2008.*) With this wide span of control in a dynamic organization that encounters many unusual and different types of situations involving potential emergencies, the Assistant Director's effectiveness is not maximized. Supervisory positions should be used to reduce the Assistant Director's span of control. Failure to have appropriate spans of control may reduce organizational effectiveness.

Recommendation 110

We recommend management evaluate organizational reporting relationships and implement a supervisory structure to reduce the number of individuals that report directly to the Assistant Director. Each supervisor would then have direct reports reducing the Assistant Director's span of control.

64. Management Does not Periodically Conduct Emergency Evacuation Drills.

During our review, we noted ACAD does not perform periodic emergency evacuation drills of the shelter. There are many reasons the shelter may have to be evacuated including bomb threats, fire, active shooter, etc. During these situations, the lives of employees, volunteers, visitors, and animals should be considered. Management should ensure emergency evacuation procedures are adequate and are periodically reinforced through practice drills to ensure that employees and volunteers are aware of procedures and responsibilities and to ensure appropriate resources and protocols are in place.

Recommendation 111

We recommend management ensure emergency evacuation procedures are adequate and are periodically reinforced through practice drills.

SECTION IX: BUSINESS OPERATIONS & PROGRAMS

Background

Business Operations

Animal Care Trust Fund

The Animal Care Trust Fund includes four areas:

1. Sterilization Trust includes programs such as Spay-And-Neuter, Return-To-Field, and Trap-Neuter-Release. This trust is funded through a \$3 surcharge on the first 100,000 pet licenses sold each fiscal year and 100% of license fee revenue thereafter. Funds are also collected from fees of residents who reclaim their unsterilized pets and any excess funds over \$20,000 from the Victim Trust.
2. Adoption Marketing Trust provides for marketing relating to adoption services. This program is funded through a \$1 surcharge on pet licenses.
3. General Trust consists of funds donated to the Animal Care and Adoption Division that are used according to the donor's wishes. If the donor does not designate a specific purpose, then funds are used for general animal welfare.
4. Bite Victim Trust assists victims unable to pay their medical bills occurring because of animal attacks. Victims can be a person or an animal. The Bite Victim Trust is funded through bite fees, gifts, grants, and other revenue to pay for medical expenses of dog or cat bite victims. This trust is capped at \$20,000. Excess revenue is deposited in the Sterilization Trust.

Employee Timekeeping and Payroll

The Kronos Timekeeping System (Kronos) went live in April 2014. Hourly employees are required to "punch" in and out of Kronos clocks using biometrics during their shift to track time worked. Kronos works in tandem with the Cyborg Payroll System (Cyborg) to transfer all approved employee timecard information to Payroll for processing. As Cyborg processes timecard information, hours and pay codes are processed through automated rules designed to calculate final pay.

The Human Resources Division (HRD) established a process that includes two roles responsible for timecard management (Payroll Liaison and Supervisor). Collectively, these two roles are responsible for the review and management of employee timecards.

The Payroll Liaison role grants the employee access to view employee timecards and system reports and to perform a final signoff once they have determined all approvals are in place and that overall employee hours appear complete. The role does not have the ability to approve timecards or perform data entry functions.

The Supervisor role, can add, edit, or delete timecard transactions such as employee time punches or employee pay codes. Supervisors are also charged with the approval of employees' timecards. Procedurally, both hourly and salaried employees are required to review and approve their timecards prior to the Supervisor's final approval.

Public Education, Marketing & Outreach

ACAD primarily uses social media (YouTube & Facebook) to advertise its services to the public. The use of designated Social Media Internet Web Sites is governed by the County Administrator in conjunction with the Office of Public Communications.

Citations

Animal Bites

Once a bite report is issued and Field Officers verify a bite has occurred, all bite cases must be pursued unless the victim verbally notifies or provides a written statement indicating they don't want citations to be issued or any action to be taken by the Field Officer. Typical Citations related to bite investigations include:

- ❖ Dog at large
- ❖ Minor bite (muzzle order cannot be issued if this citation is written)
- ❖ Rabies vaccination not current
- ❖ No license
- ❖ Bite with injuries

Non-Bite Citations

Other violations of animal laws unrelated to bites are at the discretion of the Field Officer. Non-bite citations include the following:

- ❖ 4-3- Animal at large (pet not confined or somehow controlled)
- ❖ 4-4- Nuisance animals- Property owner has the right to humanely catch or trap a nuisance cat or dog.
- ❖ 4-5- Impoundment- Cat or dog has been picked up by ACAD law enforcement officer and brought to shelter.
- ❖ 4-6- Confinement during heat- Pet owner must confine unspayed female cat or dog that is in heat in a house or secured location.
- ❖ 4-8- Permitting an animal to commit a nuisance- Allowing dog or cat to defecate in unrestricted areas.
- ❖ 4-10- Rabies vaccinations for cats and dogs
- ❖ 4-11- Registration for Cats and Dogs
- ❖ 4-11.5- Aggressive dogs
- ❖ 4-12- Dangerous dogs
- ❖ 4-13- Guard dogs
- ❖ 4-17- Cruelty and Fighting Animals- Serious offenses which permits seizure of animals and issuance of citations.
- ❖ 4-19- Abandonment of Animals
- ❖ 4-20- Cruelty and Fighting Animals- Serious offenses which permits seizure of animals and issuance of citations.
- ❖ 4-23- Harboring of Stray Animals- Person must report to ACAD within 48 hours of finding animal.
- ❖ 4-32- Animals in Vehicles- Leaving animals in a motor vehicle without adequate ventilation.

Once a citation is issued it is registered with the Clerk of Courts who collects payment and remits amounts collected to the County.

Programs

SNIP Program

The SNIP Program is a voucher-based program, which provides free or low-cost sterilization services for OWNED dogs and cats. The program is only available to Broward County residents. 8 vouchers are granted per day to any combo of dogs and cats. SNIP services include:

- ❖ Spay/neuter surgery
- ❖ Rabies vaccination
- ❖ Broward County Registration License Tag

The vouchers granted are between \$10 to \$70 per voucher depending on the income level of the recipient. Once granted a voucher, the recipient can take their animal to one of 20 approved Veterinarian providers for administration of the spay, neuter or rabies service. The recipient's bill is offset by the voucher amount approved. The Veterinarian provider submits a packet to ACAD for reimbursement. In the event a voucher is not approved the vet provider can seek reimbursement from the recipient.

The SNIP program budget for FY 2019 was \$515,000 and a total of 5,736 vouchers were awarded to eligible residents during the fiscal year.

TNR Program

TNR is also a voucher-based program for which residents can also apply online. The purpose of this program is to encourage residents to trap stray cats and take them in to authorized Veterinarian providers to have them neutered or spayed and then ultimately returned to the field. A total of 3 vouchers per day for \$50 are granted for cats only. There are 10 providers who will accept a TNR voucher. Like SNIP, the Veterinarian provider submits a packet to ACAD for reimbursement.

The TNR program budget for FY 2019 was \$200,000 and a total of 5,000 vouchers were awarded to eligible residents during the fiscal year.

RTF Program (Humane Society Contract)

The RTF program is a contract between Animal Care and the Humane Society to aid animal care in spaying and neutering cats. This program is especially beneficial during kitten season. The Humane Society will pick up cats/ kittens twice a week as well as provide a mobile spay and neuter vehicle to perform the procedures. The cats and kittens are then returned to the field once the surgeries are performed. The cost to the shelter is \$30 per cat and Humane Society submits monthly invoices to ACAD to receive reimbursement based on the number of cats/kittens they performed surgeries on during the prior month.

The RTF budget was \$100,000 for FY 2019. No data was available for the number of cats spayed and neutered through this program. However, based on a total of \$85,688 expended during the

fiscal year, at \$30 per cat, we estimate that 2,856 (\$85,688/ \$30) cats were spayed and neutered through the RTF program.

SECTION IX: OPPORTUNITIES FOR IMPROVEMENT

Our audit disclosed certain policies, procedures and practices that could be improved. Our audit was neither designed nor intended to be a detailed study of every relevant system, procedure, or transaction. Accordingly, the Opportunities for Improvement presented in this report may not be all-inclusive of areas where improvement may be needed.

Spay and Neuter Programs

65. Policies and Procedures Regarding Spay and Neuter Programs are Inadequate.

Spay and neuter policies and procedures are inadequate. During our review, we noted the following:

- A. Although management has developed guidelines for ACAD's Spay and Neuter Program (SNIP) providers who are seeking reimbursement, formal, internal procedures for the SNIP program have not been documented.
- B. Trap, Neuter, and Return (TNR) program policies and procedures are outdated and do not reflect current operational practices.
- C. Formal policies and procedures do not exist for the Return-to-Field (RTF) program with the Humane Society.

Policies and Procedures are necessary to establish goals, objectives, roles and responsibilities, and monitor effectiveness of the program. Periodic update and management approval to policies and procedures ensures business continuity and defines program initiatives in line with updated strategic goals. Lack of policies and procedures may result in lack of consistency in achieving organizational objectives.

Recommendation 112

We recommend management develop or update policies and procedures related to the SNIP, TNR, and RTF programs. Once developed, policies and procedure should be reviewed and approved by management.

66. Voucher Redemption Procedures for the Spay and Neuter Program Require Enhancement.

Voucher redemption procedures for the Spay and Neuter Program require enhancement. During our review, we noted the following:

- A. There are no controls in place to ensure income verification is performed at voucher issuance and at voucher reimbursement. Management indicated that the lack of income verification was by design to speed up the process. The amount of the voucher is based on income with individuals having an income over \$75,000 being ineligible, as follows:

- i. \$0 - \$38,750 – Free Voucher
- ii. \$38,751 – \$58,080 – \$10 Co-pay
- iii. \$58,081 - \$74,999 – \$70 Co-pay
- iv. \$75,000 and over – Not Eligible

Failure to verify income allows for ineligible residents to obtain vouchers or for residents to receive more aid than they are qualified for, reducing the funding available for residents who need it.

- B. Procedures are not adequate to detect invalid vouchers prior to payment. Vouchers received from SNIP and TNR providers are not reconciled against the master list of approved vouchers within the web portal system to ensure validity. Instead, ACAD staff currently only verifies 'suspicious' vouchers by performing a voucher re-print, however, there is no process in place to ensure a voucher is marked as redeemed. We noted 5 of 46 (11%) vouchers reviewed with the following exceptions:

- i. One voucher was expired.
- ii. One voucher was awarded on December 30, 2018, but the surgery was performed a day before on December 29, 2018 according to the packet submitted for reimbursement.
- iii. Two vouchers submitted were reprinted with new expiration dates that did not match the original expiration dates in the web portal database.
- iv. One voucher, though valid, was not included in the supporting files provided by the provider for reimbursement.

- C. Procedures provided to veterinarians for TNR do not require the veterinarian to verify that the cats getting TNR are indeed strays and not owned pets. Only procedures for stray

cats should be reimbursed using vouchers through the TNR program and only owned pets should be reimbursed using vouchers through the SNIP program.

Policies and Procedures should be adequate to maintain the integrity of spay and neuter programs. Failure to maintain the integrity of the program reduce its effectiveness and wastes County resources.

Recommendation 113

We recommend management perform income validation procedures or revise voucher eligibility requirements.

Recommendation 114

We recommend management enhance voucher redemption procedures to prevent the payment of duplicate, expired, and invalid vouchers.

Recommendation 115

We recommend management update procedures to require veterinarians to validate vouchers are accepted for eligible animals only.

67. Spay and Neuter Programs are not Adequately Monitored for Effectiveness.

The Spay and Neuter Programs are not adequately monitored for effectiveness. The spay and neuter program is driven by the budget not on data monitoring demand or increases and decreases in animal populations. Management has no method to monitor whether the program is achieving its objective. Management should assess how well the program is performing to make appropriate adjustments to tactics and strategy. Without effective monitoring controls management is unaware of whether the program is meeting its objectives.

Recommendation 116

We recommend management develop and implement methods to assess the effectiveness of the program.

68. Return-to-Field Animals are Classified as Stray Which is Out of Compliance with County Ordinance.

During our review, we noted 99% of animals handled by the shelter as part of the Return-To-Field (RTF) program were categorized as stray intakes during the period 2015 to 2019. Categorizing animals in the RTF program as stray is out of compliance with Broward County's Code of Ordinance, Chapter 4, Section 4.2(rr), which defines RTF as specific to community cats and 4.2(gg) which states that "community cats shall not be considered stray". Animal data classifications should comply with County ordinance. Failure to classify animals appropriately results in non-compliance with County ordinance.

Recommendation 116

We recommend management ensure animal data classifications are in compliance with County ordinance.

*Public Education, Marketing, & Outreach***69. Public Education and Outreach Requires Enhancement.**

During our review of the shelter's outreach activities, we noted that ACAD did not document the number of animals and the outcomes for adoption events they participated in during ten months of the audit period October 2018 to July 2019. ACAD provided details for 22 adoption events for the four-month period from August to December 2019. However, the agency did not consistently document the number of animals at adoption events and the outcomes. As a result, management could not accurately calculate outcome percentages and we are unable to determine the effectiveness of outreach efforts for the period under review. Based on the information provided, 29 of the 82 (35%) animals that attended the events were either adopted or fostered.

According to Best Practices for Humane Care, offsite events will increase exposure for pets to potential adopters who may not visit an animal organization. These offsite venues make adoptable pets available to a wider range of people looking to acquire a new pet. Management should set goals for adoption events and track progress towards achieving them. Without setting goals, management will not be able to adequately define success and increase positive animal outcomes.

Recommendation 117

number of animals adopted through these events, and track progress towards achieving them.

70. Marketing Programs are not Adequately Monitored for Effectiveness.

Management does not independently track and measure the effectiveness of promotional activities. The Agency relies heavily on representations of vendors and advertising agencies and does not independently monitor the marketing program for effectiveness. We noted that.

- ❖ ACAD utilized two billboards for advertising during FY 2019. The company handling the billboards provided estimated statistics of weekly impressions. For the periods when the billboards were active, they represented an estimated 2.7 million impressions/viewer exposure.
- ❖ ACAD developed a “Save the Kittens Campaign advertising” for Digital Banner advertising in local television markets for CBS, ABC and developed 30 second advertising spots for COMCAST channels, including A&E Animal Planet, CNN, Discovery, HGTV, and Lifetime. The Campaign Wrap-up Report issued by the Advertising agency, reported an estimated 691,300 impressions/ viewer exposures with click through rates of .09% and .29% for ABC and CBS Digital banners, respectively.

However, ACAD does not perform surveys or ask visitors to their website or the facility how they heard about the Shelter. As a result, the effectiveness of the promotional activities is not captured or independently measured. Outcome measurement provides effective tools for evaluating the effectiveness of promotional activities. Failure to track and analyze effectiveness could result in the repeated use of ineffective promotional processes and methods.

Recommendation 118

We recommend management implement surveys or other methods to independently track and measure the effectiveness of promotional activities.

Payroll

71. Employee Timekeeping Practices Require Enhancement.

During our review of one pay period, we noted 46 instances where Supervisors manually entered time (punches) for 20 employees which seems excessive for the size of the organization. Nine of the 20 employees had both in-punches and out-punches manually entered on the same day. County policies require hourly employees to clock-in/out at the start and end of their shift using biometric timeclocks installed in the facility. Supervisors may enter punches on an exception basis e.g. The employee is working offsite and cannot clock in/out, or an employee forgot to clock in/out. Failure to follow established timekeeping practices may lead to inappropriate activity, including payroll fraud.

Recommendation 119

We recommend management:

- A. Ensure that employees are required to clock-in/out and manual entries are kept to a minimum based on exceptions.
- B. Implement procedures to periodically review manual time entries made by Supervisors for reasonableness.

Trust Funds

72. Trust Fund Account Setup and Management Needs Improvement.

Trust fund accounts are not managed adequately to ensure that monies are accounted for appropriately and used for the appropriate purpose. Specifically, we noted:

- A. All four trust fund balances are comingled and not accounted for separately making it difficult or impossible to validate fund balances and ensure that funds are transferred and disbursed for the purposes intended by County ordinance. For example:
 - i. ACAD was unable to provide the fiscal 2019 year-end fund balance for each of the four trust funds.
 - ii. After review of the Victim Trust Fund, we were unable to verify that \$8,364.67 in excess Victim Fees for fiscal year 2019 were allocated to the Sterilization Trust Fund account.
 - iii. After review of the Adoption Trust Fund, we were unable to verify that \$40,513.70 in interest income for fiscal year 2019 was allocated to the Adoption trust account.

The Code of Ordinances outline specific requirements for each trust fund as shown in Table AG.

Table AG
Code of Ordinance Requirements for Each Trust Fund

Fund	Code of Ordinances	Requirements
General Trust Fund	Section 4-30	❖ the fund shall be self-perpetuating year to year ❖ the fund shall be a separate account established and maintained apart from the general revenue fund and accounts of Broward County.
Sterilization Trust Fund	Section 4-35	❖ the fund shall be self-perpetuating year to year ❖ the funds received shall be deposited in a separate account established and maintained apart from the general revenue fund and accounts of Broward County to provide for the sterilization of dogs and cats.

Fund	Code of Ordinances	Requirements
Victim Trust Fund	Section 4-34	❖ the fund shall be self-perpetuating year to year ❖ the funds received shall be separately established and maintained apart from the general revenue funds and accounts of Broward County and held in trust and inure to Broward County, its successors and assigns, and shall be expended, utilized, and disbursed only for the use and benefit of Broward County dog or cat bite victims.
Adoption Trust Fund	Section 4-36	❖ the fund shall be self-perpetuating year to year ❖ funds received hereunder shall be deposited in a separate account established and maintained apart from the general revenue fund and accounts of Broward County to provide for the adoption of dogs and cats.

- B. The Sterilization trust account was underfunded in fiscal year 2019 by \$173,084.61 of license sales, which is due from the veterinarian partners, and is not recorded in PeopleSoft as an accounts receivable. The revenue recognition principle requires revenue to be recognized in the period it is earned.
- C. After review of the Adoption Trust Fund, we noted that donations are not properly managed.
- i. Adoption donations of \$29,131 were incorrectly recorded to the General Trust Account for fiscal year 2019. Adoption donation should be recorded in the Adoption Trust Fund.
 - ii. \$5,203 in donations were recorded to incorrect account 473020, Contributions and Donations, instead of the correct account 473022, Donations Under \$10,000. Pursuant to County policy V1C14 - Donations, all monetary donations received under \$10,000 are to be recorded in account 473022, within the appropriate trust fund.
- D. Seven of 17 (41%) of Adoption Trust Fund disbursements reviewed were not in compliance with the Code of Ordinances. Specifically, we noted the following non-compliant disbursements:
- i. Four disbursements for shelter operating expenditures totaling \$2,277;

- a. \$350.73 for animal food trays
 - b. \$423.05 for plastic trash can liners
 - c. \$1,423.48 for a project to track animals.
 - d. \$80.00 to the Association of Shelter Veterinarians for membership dues
- ii. Three disbursements for sterilization expenditures totaling \$676;
 - a. \$562.50 for relief veterinary services.
 - b. \$110.56 for ACAD personnel Group Insurance
 - c. \$2.97 for ACAD personnel Basic Life Insurance

Trust fund accounts should be managed adequately, and monies should be accounted for and disbursed appropriately. Failure to adequately handle trust fund transactions affect the integrity of financial records and may violate the Code of Ordinances.

Recommendation 120

We recommend management ensure:

- A. Each trust fund is setup and managed independently.
- B. Recognize revenue, including accounts receivables in the period in which it is earned.
- C. Donations are recorded accurately in the correct account.
- D. Fund disbursements are compliant with the Code of Ordinances.

Citations

73. Citation Administration Procedures and Forms Require Enhancement.

During our review of citation administration, we noted the following:

- A. Written procedures do not exist to ensure all citations are accounted for. The current process requires staff to account for each prenumbered citation and to complete a Request for Dismissal Form for voided citations; however, the process is not documented as a Standard Operating Procedure. Written policies and procedures are necessary to ensure all citations issued or unissued are accounted for. Written policies and procedures ensure consistency, business continuity, and define roles and responsibilities related business processes. Lack of policies and procedures can result in lack of appropriate oversight and inconsistent tracking of citations.
- B. Current citation forms do not include a disclosure required by County Ordinance. Broward County Ordinance Sec 4.28 (c)(8) requires that citation form include a "Notice that additional citations may be issued for each day that the applicable violation is found to exist." Failure to include disclosures as required by County Ordinance, may lead to confusion among the Public and reduce enforceability for repeat offenders. The public may not be aware that they can receive the same citation multiple times if they are repeat offenders.

Recommendation 121

We recommend management establish written policies and procedures for citations.

Recommendation 122

We recommend management revise the citation form to include the disclosures as required per the Broward County Ordinance.

Cash Handling

74. Mail Handling Procedures Require Enhancement.

ACAD's procedures do not require that mail is opened by two people to ensure dual control and reduce the risk of the concealment of funds. While ACAD's mail handling procedures are in compliance with Volume 1 of the County Administrative Policies and Procedures (CAPP) Volume 1, Chapter 1, Section 2.2.1, more is needed to ensure monies received by mail are appropriately handled. ACAD receives monies from fees and donations via mail. Requiring two individuals to open and process mail helps to ensure all checks are accounted for and reduces the risk of misappropriation of County funds.

Recommendation 123

We recommend management enhance current mail processing procedures to require two employees to open and process mail.

75. Safe Combinations are not Changed Periodically to Prevent Unauthorized Access.

Management has not implemented a procedure to change the combination of the safe at least annually and when someone with the knowledge of the combination is terminated. During our review, we noted that the previous CSR Supervisor was terminated; however, the combination of the safe was not changed. County Administrative Policies and Procedures, Volume 3: Cash Handling and Deposit, Section 4.1 states:

Safe combinations or locks must be changed accordingly to prevent unauthorized access. If the storage device under custody is a manual-type safe, change the mechanical combination of the safe upon separation of a group-member who has had previous group access. In the case of an electronic-type safe, change the electronic safe-combination annually, with the access code being disabled immediately once an individual with previously granted access code has been separated. A record should be maintained of such changes.

Without periodically changing the safe combination as required by County policy, management cannot ensure that access to the safe is restricted to authorized personnel increasing the risk of misappropriation of County assets.

Recommendation 124

and when and immediately when an individual with the access code has been separated.

76. Daily Deposit Verification Procedures Require Enhancement and are not Consistently Followed.

During our review of deposits for a sample of 30 days during the audit period, we noted the following:

- A. Cashier Certification forms for 2 out of 30 days (7%), totaling \$633 were not verified by a Supervisor and reviewed and signed by an Account Clerk for accuracy. ACAD's procedures require that Cashier Certification Forms be approved and independently verified by supervisory personnel (Account Clerk).
- B. Thirteen of 30 deposits (43%), totaling \$140,714.12 were not deposited the next business day as required by County Policy. Deposits were made an average of 3 business days with a range of 2 to 8 business days after the date of receipt.
- C. No cash shortage or overage report is maintained at ACAD. Cash handling best practice requires that management track cash shortages and overages to identify cashier patterns of cash handling and obtain timely notification of training needs, and inappropriate activity.

Management should implement appropriate cash management procedures. Failure to adequately track cash overages and shortages and ensure that monies are deposited timely increase the risk of inappropriate activity and the loss of County assets.

Recommendation 125

We recommend management ensure:

- A. Cashier Certification Forms are reviewed and approved by supervisory personnel.
- B. Cash receipts are deposited the next business day.
- C. Cash overages and shortages are documented, tracked, and reviewed.

Partnerships and Contract Administration

77. The Contract Between ACAD and Pet Supermarket is Invalid and Has not Been Renewed Since 2012, even though Services are Still Performed Between Both Parties.

The Pet Supermarket agreement is expired and has not been renewed or updated since September 2012. We further noted that provisions within the old agreement are still in effect today, and that monitoring and progress reports of animals at Pet Supermarket is not occurring per the terms of the agreement. The Pet Supermarket contract is required to be renewed every four years per the initial agreement. Animal Care and Pet Supermarket are both performing under an outdated and expired contract. Contracts should be current between the County and any 3rd party to reduce legal risks to both parties.

Recommendation 126

We recommend management work with the County Attorney's office to update and renew the contract with Pet Supermarket.

Procurement

78. Procurement and Purchasing Card Transactions Require Review to Ensure Compliance With County Procurement Policies.

During our review of Purchasing Card (P-Card) transactions, we noted the following:

- A. Transactions are potentially split to circumvent the \$3,500 P-Card limit. Cardholder transactions totaling \$352,947, considered potential splits, were processed within one to seven days or there were an excessive number of monthly transactions with the same vendor. Some of the potential split transactions were processed by one cardholder while others represented joint purchases by at least two cardholders. See Examples in Table AH below.

Table AH**Lighting Observations for Kennel Area 1 From February 17 – 23, 2020**

Example 1	Transaction #	Merchant	Transaction Date	Invoice / Receipt Date	Amount
	2	PHILLIPS FEED SERVICE FL	9/19/2019	9/19/2019	
				Grand Total	\$ 5,294.54
Example 2		PCI*PATTERSON VETERINA	10/10/2018	10/9/2018	
	2	PCI*PATTERSON VETERINA	10/12/2018	10/11/2018	
	3	PCI*PATTERSON VETERINA	10/12/2018	10/11/2018	
	4	PCI*PATTERSON VETERINA	10/12/2018	10/11/2018	
				Grand Total	\$ 4,388.96

B. Master agreements are not consistently used to reduce costs. During our review, we noted:

- i. ACAD overpaid \$748 for Nitrile Gloves from a vendor and incurred shipping costs of \$547 by purchasing these gloves from a vendor not covered by the existing master agreement. The price paid by ACAD was 20% greater than the master agreement price, which also provides free delivery.
- ii. There were 347 purchases of animal food and supplies from seven vendors totaling \$463,388. Management has not yet explored negotiating a master agreement for animal food and supplies frequently purchased.

Master agreements should be established for frequent purchases, and should be used, once established. Failure to establish or use master agreements may result in additional costs that could have been avoided

C. From a sample of 60 P-Card transactions we noted the following:

- i. Thirty-eight of 60 (63%) p-card transactions totaling \$34,084 were not signed as received and we could not be determined whether the items purchased were received by ACAD.
- ii. Six of 60 (10%) p-card purchases totaling \$8,102 were not supported by detailed invoices. As a result, we were unable to determine whether they were reasonable, necessary, allowable by the County, and exempt from sales tax.
 - a. Four of the six were supported only by summary credit card receipts without purchase details.
 - b. Two of the six purchases had not attached invoice or other documentation.
- iii. Three of 60 (5%) p-card purchases. Totaling \$699, were not exempt from sales tax.

P-card holders are responsible for receiving and inspecting all ordered goods/services or be advised in writing by the person receiving the goods. Ensuring a clear description of goods/services purchased is entered within the comments section when reconciling P-Card transactions in PeopleSoft. Ensuring the receipt provides sufficient detail regarding the item purchased, including a printout of the item ordered, if necessary. Ensuring all transactions are thoroughly reviewed, conform to the P-Card policy, are valid, and appropriate. Keeping complete and accurate records of P-Card purchases, including maintaining physical or electronic copies of receipts. Agency p-card approvers are responsible for ensuring Cardholder compliance with requirements of the P-Card Program. Failure to comply with the requirements of the P-Card Program increases the risk of unauthorized transactions.

Recommendation 127

We recommend management ensure:

- A. Cardholders comply with the County's P-Card policies.
- B. Purchases for amounts in excess of the P-Card limit are competitively procured.

Recommendation 128

We recommend management ensure:

- A. Master Agreements are utilized when available.
- B. Management establish master agreements for food and supplies frequently purchased.

79. General Procurement Transactions Require Review to Ensure Compliance With County Procurement Policies.

During our review of general procurement transactions, from a sample of 19 general procurement transactions we noted the following:

- C. Five of 19 (26%) purchases or 26% totaling \$29,043 that require quotes, were not supported by quotes. As per memorandum issued by Director of Purchasing on November 8, 2019; one quote is required for non-procurement card purchases less than \$3,500 and two quotes for items \$3,501 to \$7,500. The Certified Agency Buyer is responsible for ensuring the quotes are obtained based on the estimated cost of the purchase before selecting a vendor, or there is a Master Agreement in place negotiated by the Purchasing division. Failure to obtain quotes could result in the County paying non-competitive prices.
- D. Nine purchases totaling \$115,600 were not signed for when received. When purchases are received the accompanying invoice or receiver slip is required to be signed by the person receiving the goods to ensure the goods are received by the agency. Failure to require documentation of receipt of items purchased could result in undetected losses and misappropriation of County assets.
- E. Two assets purchased for a total of \$65,470 were not tagged and capitalized in the accounting system. A Hobart Commercial Dishwasher purchased for \$23,975 and Industrial Shade Ports for \$41,495. Accounting Division's Internal Control Handbook requires selected purchases greater than \$1,000 to be capitalized and asset tagged. Failure to properly record items subject to capitalization results in an overstatement of expenses and does not facilitate tracking of the County's

Recommendation 129

We recommend management ensure the agency complies with the County's procurement policies:

- A. Obtaining the required number of quotes based on the purchase price.
- B. Having the receiver sign the accompanying invoice or receiver slip.
- C. Tagging and capitalizing purchase greater than \$1,000.

SECTION X: INFORMATION SYSTEMS

Background

Information Systems

Chameleon

ACAD uses an integrated shelter case management system called Chameleon to assist in managing shelter activities such as licensing, field operations, cashiering, veterinary record-keeping, and shelter management. Animal intake, outcome, and medical records are maintained within the Chameleon system.

Data maintained in the Chameleon system includes animal intake and outcome records, controlled substance administration, medical information and treatments performed, rabies vaccination and licensing records, along with kennel management information. The data is used to generate reports for the calculation of operational and performance measures, assist management to perform forecasting and trend analysis, and maintain communication with citizens online and via email regarding adoptable and lost and found animals, upcoming license renewals and upcoming events at the shelter.

ACAD management implemented a data quality standard operating procedure to promote validity, completeness, consistency, accuracy, timeliness, and integrity of data within the Chameleon System. This procedure requires the creation and distribution of reports that monitor data exceptions and irregular changes to animal outcome data.

Volgistics

In addition to the shelter case management software, Animal Care utilizes a cloud-based volunteer management tracking system called Volgistics to monitor, record and report hours worked by volunteers. The data maintained by the Volgistics system is used to generate and report performance measures related to the number of volunteer hours worked.

General Information Systems Controls

General information systems controls, which are the policies and procedures that apply to the operations of systems, help to promote integrity, confidentiality, and availability of the operational transactions and data.

SECTION X: OPPORTUNITIES FOR IMPROVEMENT

Our audit disclosed certain policies, procedures and practices that could be improved. Our audit was neither designed nor intended to be a detailed study of every relevant system, procedure, or transaction. Accordingly, the Opportunities for Improvement presented in this report may not be all-inclusive of areas where improvement may be needed.

Chameleon

80. User Access is not Consistently Granted as Authorized on Completed User Access Request Forms.

Management has implemented user access forms to authorize access to the Chameleon system; however, access is not consistently granted as authorized on these forms. Although access request forms were submitted for 100% of the employees reviewed, we noted two of 11 (18%) employees granted access to Chameleon during the audit period were not granted access consistent with the access authorized. In one instance, the account was assigned to the incorrect group. Upon notification, ACAD corrected this issue immediately. In the second instance, the change of access was authorized via email which was inconsistent with ACAD's procedures.

ACAD's policies and procedures require the submission of an access request forms to authorize new access and access changes. In addition, access granted to the Chameleon application should be consistent with the authorized access request. Without using a user access request form and ensuring that the access granted is the access authorized, excessive or inappropriate access may be granted to employees increasing security risks.

Recommendation 130

We recommend management ensure that all access changes are consistent with the access authorized on a user access request form.

81. Chameleon Minimum Password Requirements do not Comply with County Policy.

Chameleon minimum password security requirements are not in compliance with the County Administrative Policy and Procedures (CAPP) and the Internal Control Handbook (ICH). While the Chameleon application can use the SQL Server Login controls that would enforce Windows Policy

security settings, they have not been activated for user accounts resulting in password security that does not comply with the CAPP / ICH. Application passwords configuration should comply with the appropriate standards outlined in the County Administrative Policies and Procedures (*Broward County CAPP Vol 7, Chapter 2, Section 5.5*) and IT Technology Security Policy minimum standards (*IT Technology Security Policy, Security Administration, Office of Information Technology IT Security Administration (Appendix E (E -16 > Page 19 of the PDF))*). Password requirements out of compliance with minimum standards defined in the County policy may lead to unauthorized access to County systems and data.

Recommendation 131

controls to comply with County Administrative Policies & Procedures.

82. Monitoring of Developer/Administrator Access to the Production Environment Requires Enhancement.

Database logging has not been enabled to adequately monitor changes made by the application administration/developer. ACAD has one individual that is both the system administrator and software developer for the Chameleon system. Because this individual has direct access to the production database and this access is required for him to perform day to day system maintenance and security activities, monitoring controls, such as database logging would reduce the risk created by this combination of access and responsibilities. Currently, there is no reasonable method to ensure that all changes performed to the database has been authorized by management and approved by the change control committee.

Recommendation 132

We recommend management evaluate and implement monitoring controls to ensure that all changes performed to the database has been authorized by management and approved by the change control committee.

Volgistics**83. Generic Accounts are Used to Administer the Volgistics System Reducing User Accountability.**

Generic accounts are used to perform daily application administrative functions on the Volgistics volunteer management software. A generic or shared role account is an account designed for a specific role that can be used by more than one person (e.g. administrator, system). The use of generic user accounts to administer applications reduces user accountability as activity performed by these accounts cannot be tied to a single individual. As a result, they increase the risk of unauthorized system changes and limit management's ability to take disciplinary action when erroneous or inappropriate activities are detected using these accounts.

Recommendation 133

controls are in place to monitor user activity and tie that activity to authorized individuals.

84. Volgistics Minimum Password Requirements do not Comply with the County's Password Policy.

Volgistics password security settings have not been configured to meet County policy requirements. Specifically, we noted deficiencies pertaining to the available Volgistics password settings for password complexity, length, and expiration period. Application passwords configuration should comply with the appropriate standards outlined in the County Administrative Policies and Procedures (*Broward County CAPP Vol 7, Chapter 2, Section 5.5*) and IT Technology Security Policy minimum standards (*IT Technology Security Policy, Security Administration, Office of Information Technology IT Security Administration (Appendix E (E -16 > Page 19 of the PDF))*). Password requirements out of compliance with minimum standard defined in the County policy may lead to unauthorized access to County systems and data.

Recommendation 134

We recommend management configure the available password security parameters to meet or exceed County policy.

85. Volunteer Activities Listed on Volunteer Applications do not Match the Activities Available for Selection Within Volgistics.

The job preferences listed in the Volunteer Agreement and other volunteer application documents do not align with the activity descriptions within Volgistics. Table AI shows examples of differences between agreement and application documentation and Volgistics.

Table AI
Example Differences Between Volunteer Documents and Volgistics

Job Preferences on Volunteer Agreements & Applications	Job Activities Available for Selection Within Volgistics
Kennel Assistant	
Enrichment/Adoption Counseling	
Greeter	Adoptions Lobby Greeter
Lunch Buddy	Lunch Buddy Program
Playgroup	Playgroup
Clinic	Clinic
Office/Helpline	
Outreach/Adoption Events	Special Events
Pet Supermarket	Pet Supermarket
Rescue/Media	
	Cats
	Clinic Lobby Greeter
	Data Entry [Tags/Foster/Customer Service]
	Dogs
	Intake Lobby Greeter
	Photography

There should be alignment between activity preferences on volunteer applications and volunteer activities in Volgistics. Without aligned activities within the Volgistics system, management is unable to adequately track volunteer hours per activity and ensure volunteers are performing tasks in alignment with the preferences indicated on the volunteer application.

Recommendation 135

We recommend management ensure volunteer activities in Volgistics agree to job preference options included in application documents to facilitate appropriate volunteer assignment, tracking, and data analysis.

Appendix A – ALLEGATION SUMMARY

Allegations and Audit Conclusions

At the initiation and during the course of our audit, we received allegations from current and former Animal Care and Adoption Division volunteers. This Appendix identifies these allegations, and our related conclusions and comments. Definitions of terms used in our conclusions are identified below:

Definitions Used in Audit Conclusions on Allegations

Substantiated—There is sufficient evidence to justify a reasonable conclusion that the allegation is true.

Unsubstantiated—There is insufficient evidence to either prove or disprove the allegation.

Unfounded—There is sufficient evidence to justify a reasonable conclusion that the allegation is not true.

Not in Scope—If the allegation were true, there would be no violation of law, regulation, or policy, or waste of funds or resources.

Allegation No.	Allegation Summary	Audit Conclusion	Auditor's Comments
1.			See Opportunities for Improvement Nos. 9 & 50.
2.	Some areas of the kennels are hot.	Unfounded	During our testing, we noted that temperature and humidity in kennel/cage areas were within industry standards.
3.	Dogs are not receiving adequate enrichment and evidence of enrichment activities is not tracked and maintained	Substantiated	See Opportunity for Improvement No. 11.
4.	Number of volunteers are overstated	Substantiated	See Opportunity for Improvement No. 12.
5.	Poor Planning and management of care activities performed by Volunteers	Substantiated	See Opportunities for Improvement Nos. 38 & 39.

Allegation No.	Allegation Summary	Audit Conclusion	Auditor's Comments
6.			
7.	There were large decreases in tag sales	Partially Substantiated	See Opportunity for Improvement No. 13
8.	Insufficient outreach/engagement within the community	Unsubstantiated	See Opportunity for Improvement No. 69. There were insufficient records to determine effectiveness.
9.	Patrol trucks are underutilized, and road officers are instructed to leave pets if possible when they are found	Unfounded	Our testing indicated that patrol trucks are adequately utilized based on the number of staff who work daily.
10.		Unfounded	Four Recommendations were implemented Six recommendations were partially implemented. Ten recommendations were not implemented. See Appendix B
11.	Questionable P-card usage.	Partially Substantiated	See Opportunity for Improvement No. 78

Allegation No.	Allegation Summary	Audit Conclusion	Auditor's Comments
12.			
13.		Partially Substantiated	See Opportunity for Improvement No. 32
14.	Broward County ACAD may be paying more for printing services due to a lack of competitive solicitation	Unfounded	In 2019, 100% of printing cost was charged by the County's print shop.
15.	Public Records Request takes an excessive amount of time before an acknowledgement is received	Substantiated	See Opportunity for Improvement No. 56
16.		Unfounded	
17.	Ineffective/insufficient use of chemicals to adequately disinfect kennels.	Partially Substantiated	See Opportunities for Improvement Nos. 9 & 24
18.	Building plumbing design issue results in contaminated water sitting around contributing to bad odors.	Unfounded	We noted no plumbing design issues during our daily observations.
19.	Broward County ACAD has financial constraints	Substantiated	See Opportunities for Improvement No. 1.
20.	Broward County ACAD is unionized and effecting change is difficult	Not in Scope	
21.	ACAD Director does not accept offers of help made by rescue groups and outside entities	Unsubstantiated	We noted no evidence to support this allegation.

Allegation No.	Allegation Summary	Audit Conclusion	Auditor's Comments
22.			We noted no evidence to support this allegation.
23.	Intake documentation is inadequate	Substantiated	See Opportunity for Improvement No. 27
24.	Animals are misdiagnosed which results in poor treatment and outcomes	Unsubstantiated	We noted no evidence to support this allegation.
25.	ACAD Director is not truthful	Not in Scope	
26.	There are inadequate Spay and neutering services to help curb animal reproduction	Unsubstantiated	See Opportunity for Improvement No. 67
27.	Dogs are underfed and malnourished	Unsubstantiated	See Opportunity for Improvement No. 46
28.		Unfounded	
29.	"No Access" area is used to hide dogs	Unsubstantiated	We noted no evidence to support this allegation.
30.	Animals were left unattended during Thanksgiving Holiday	Unfounded	Through reviewing surveillance cameras, we noted that between the hours 8am and 2pm staff cleaned kennels, provided the animals with food and water, and interacted with dogs by taking them for walks and engaging them in off-leash play.
			This was an issue noted within the Best Friends Shelter and Field Assessment provided to management on December 20, 2018
32.	Animal abuse laws are not utilized or followed at Broward ACAD	Unsubstantiated	We noted no evidence to support this allegation.

Allegation No.	Allegation Summary	Audit Conclusion	Auditor's Comments
33.			
34.	Many Dogs do not have beds	Substantiated	See Opportunity for Improvement No. 19
35.	Neonatal kittens are dying at a high rate due to dehydration. Kittens were left in a box on a shelf overnight with no food, water, or care; the ACAD Director reportedly thought it was better to let them take their chances than to kill them	Unsubstantiated	Although mortality rates are above average, we found no evidence to support the allegation cited. See Opportunity for Improvement No. 44
	During an evacuation of a homeless encampment in early 2018, In an effort to keep animals with their owners versus animals being taken into the shelter, the Director of ACAD ordered Veterinary Technicians to administer Rabies Vaccines.		We corroborated this incident during interview employee interviews. See Opportunity for Improvement No. 17
37.	ACAD Kennel Staff is not assisting with adoptions	Partially Substantiated	
38.	Kennel Staff is not wearing uniforms and visitors are not able to tell who are ACAD employees	Unfounded	Based on daily observations performed, Kennel staff is not required to wear t-shirts provided by ACAD identifying them as staff.
39.	Dogs up for adoptions do not have a name or a color-coded behavior classification.	Unsubstantiated	We noted no evidence to support this allegation.
40.	Dogs have behavior dots associated with them that are not accurate.	Partially Substantiated	See Opportunity for Improvement No. 10
41.	ACAD staff is not qualified to perform behavioral assessments of dogs	Substantiated	See Opportunity for Improvement No. 1
42.	Many dogs do not have a collar which presents a challenge when taking the dog out	Substantiated	See Opportunity for Improvement No. 21

Allegation No.	Allegation Summary	Audit Conclusion	Auditor's Comments
43.			See Opportunity for Improvement No. 21
44.		Unfounded	
45.		Unfounded	
46.	HVAC Intake is close to exhaust which causes re-circulation of contaminated air.	Substantiated	See Opportunity for Improvement No.4
47.		Unsubstantiated	
48.	Scooby, Animal ID A2026307 who was a healthy dog, was euthanized before urgent requests were sent out to rescues.	Unfounded	Rescue bulletins were sent to Rescue Partners on January 24 & 27. The animal was euthanized on January 28, 2020.
49.	There was poor planning for increased animal inventory as the shelter moved toward no kill.	Substantiated	See Opportunity for Improvement No. 4
50.	Access to SNIP Voucher are limited and rare	Unsubstantiated	Eight vouchers are released each day, based on the budget available in the sterilization fund.

Allegation No.	Allegation Summary	Audit Conclusion	Auditor's Comments
51.			See Opportunity for Improvement No. 59
52.	Owner attempted to surrender cat and was turned away and told to make an appointment.	Unfounded	Appointments are required for animal surrenders. This is a standard industry practice.
53.	The hiring practices at ACAD are questionable; the most qualified candidates are not being hired.	Unsubstantiated	We noted no evidence to support this allegation.
54.	Enrichment coordinator is cleaning cages and not focusing on enrichment.	Substantiated	See Opportunity for Improvement No. 11
55.	ACAD Marketing efforts are weak.	Partially Substantiated	See Opportunity for Improvement No. 70
56.	Whiteboards used to track dog enrichment is not working well.	Substantiated	See Opportunity for Improvement No. 11
57.	Dogs are not getting assessed in a timely manner	Substantiated	See Opportunity for Improvement No. 10
58.	There are not enough volunteers	Substantiated	See Opportunity for Improvement No. 12
59.	There is insufficient Parking	Substantiated	See Opportunity for Improvement No. 18
60.	Monthly statistics are not posted in a timely manner	Unfounded	Management's process is to issue monthly reports within approximately 40 days from the end of the reported month.
61.		Unsubstantiated	We noted no evidence to support this allegation.

Allegation No.	Allegation Summary	Audit Conclusion	Auditor's Comments
62.			Hiring process was administered and coordinated by the Broward County Human Resources. We noted no evidence to support this allegation.
63.	The Outcome Report is excluding Euthanized animals	Unsubstantiated	We noted no evidence to support this allegation.
64.		Partially Substantiated	See Opportunity for Improvement No. 12
65.	There is an uptick in dog euthanasia.	Unfounded	We independently validated the dog euthanasia numbers are declining (1280 in 2017, 722 in 2018, 456 in 2019)
66.		Substantiated	See Opportunity for Improvement No. 1
67.	There is no culture of safety at the shelter; for example, there is no evacuation plan, no safety training and formal safety protocols	Substantiated	See Opportunity for Improvement No. 64
68.	Not enough kennel staff to be present throughout the kennels when members of the public are walking through.	Substantiated	See Opportunity for Improvement No. 1
69.	Volunteers are mistreated and terminated if they are outspoken and expose what occurs in the shelter.	Unsubstantiated	We noted no evidence to support this allegation.
70.	Water Bowls are never sanitized	Unfounded	Based on daily observations performed, water bowls are sanitized daily during cleaning and filled with fresh water.

Allegation No.	Allegation Summary	Audit Conclusion	Auditor's Comments
71.	ACAD is not following up with Microchip implanters in instances where they are unsuccessful in getting in touch with the pet owner.		We noted no evidence to support this allegation.
	ACAD has inflated positive outcomes with TNR surgeries and cruel abandonment of adoptable cats into the community and has increased spending while not addressing these existing issues at the shelter.		
	Broward ACAD may potentially be contracting with a third-party trainer without an appropriate bid process for dog training and/or enrichment. There is an advertising booth inside ACAD, and it may be part of the compensation for dog rehabilitative procedures.		
	Volunteers hosting fundraisers through Facebook are not allowed to share the fundraising link on the ACAD Facebook page to assist with the outcomes of the shelter animals.		
75.	Field service calls are not addressed and responded to timely.	Substantiated	See Opportunity for Improvement No. 51
76.	Animals in isolation are neglected and placed in quarantine inappropriately.	Unfounded	
77.	Kennel Staff documented fraudulent behavioral notes on Animal A2066277, Don Cheadle, following an assessment by an outside third-party trainer.	Unsubstantiated	We noted no evidence to support this allegation.
78.	During the shutdown of the Shelter, animals will be left in filth and not walked.	Unfounded	Based on observations performed during lockdown, dogs are walked, and the shelter is cleaned daily.
79.	Rabies Clinic was not appropriately staffed and controlled which caused a dog fight.	Substantiated	See Opportunity for Improvement No. 47

Allegation No.	Allegation Summary	Audit Conclusion	Auditor's Comments
80.			See Opportunity for Improvement No. 31
81.	Dogs are missing from the PetHarbor website.	Unsubstantiated	We noted no evidence to support this allegation.
82.		Substantiated	The not-for-profit organization changed its name in October 2, 2018.
83.	An X-Ray machine donated in June 2018 was installed in March 2020.	Substantiated	Based on auditor review, this allegation was substantiated.
84.	Animal intake in April 2020 has declined by approximately 63% in comparison to April 2019. Conversely, euthanasia has increased by approximately 23% in April 2020 in comparison in April 2019, even though the shelter is closed to the public due to the COVID-19 pandemic.	Substantiated	The data provided in the allegation is correct.
	ACAD seems to be doing some type of fundraiser with a local 501c3 organization associated with a member of the animal advisory board. The impression is the money is for the shelter but is going through the organization associated with a member of the animal advisory.		
86.	ACAD killed a cat at intake unjustifiably without sending out a rescue blast.	Unfounded	Standard Operating Procedures require euthanasia when a cat is diagnosed with Feline Immunodeficiency Virus. Further, the cat was showing signs of ataxia, which is related to rabies, and having bit a person, the cat was euthanized.
87.	Senior animals are not receiving bloodwork during intake	Unfounded	The ACAD Assistant Director explained that this practice is not a policy of the shelter, it is not noted in any of the intake related policies and procedures, and that is not common practice in municipal shelters.

Appendix B – PRIOR RECOMMENDATIONS

Follow up on Recommendations on Prior Report Recommendations

During the course of our audit, we followed up on the implementation status of previous recommendations from the following audit reports:

- ❖ Best Friends Shelter and Field Assessment for Broward County Animal Care and Adoption Division, December 20, 2018 (BFSFA)

NO.	PRIOR RECOMMENDATION(S)	IMPLEMENTATION STATUS		
		Implemented	Partially Implemented	Not Implemented
BFSFA 1	Saving kittens: The population most at risk of dying in the shelter is kittens. The following points focus on industry best practices to reduce intake and increase positive outcomes for kittens. A full-scale community cat program; Disseminate found kitten information; Return kittens to their mothers.		X	
BFSFA 2	Capacity for care: Broward County Animal Care and Adoption Center is operating above capacity for care. Reduce number of animals or increase number of staff.		X	
BFSFA 3	Sanitation and safety: Adequate standard operating procedures (SOPs) and protocols exist for proper and humane sanitation and safety. However, due to the high standing population and inadequate staffing positions, these SOPs and protocols are unable to be followed." Reduce number of animals or increase number of staff.		X	
BFSFA 4	Enrichment: While it is obvious that the staff care a great deal about each individual animal, enrichment is not something that the animals are receiving due to lack of adequate staffing levels. We recommend increasing kennel staffing levels and incorporating enrichment, which can be simple and free, into the daily routine.		X	
BFSFA 5	Reclaim fees: The current schedule of fees for citizens to reclaim their pets, which was put in place to promote responsible pet ownership, is ineffective in achieving that goal and is a major barrier to achieving and sustaining No Kill in the community. We recommend allowing and empowering staff to waive fees on a case-by-case basis to stop this ineffective cycle.	X		

NO.	PRIOR RECOMMENDATION(S)	IMPLEMENTATION STATUS		
		Implemented	Partially Implemented	Not Implemented
BFSFA 6	Transfer from other municipalities: There are several communities within the County that transfer animals into the Broward facility. These municipalities have their own animal control programs and facilities and may or may not have had an MOU with Broward. Broward should closely examine any agreements they may have in place and build a contract that includes fair compensation for taking animals from other areas if they choose to continue the practice.			X
BFSFA 7	Managed intake: The shelter is doing managed intake for owner surrenders, an industry best practice to reduce intake and better manage population flow. To increase owner retention, intake staff need more resources to offer the public. They also recommend discontinuance of accepting animal surrenders received by the Sheriff. Reducing the intake hours, so the shelter is more focused on getting animals out rather than taking them in.		X	
BFSFA 8	Communication and culture were identified as priority areas for improvement. There is an unintentional lack of internal transparency and a loss of rationale behind decisions as they make their way down the chain of command." Solidify unity of command: make sure all decisions are clearly conveyed and understood down the chain; Host structured monthly meetings for all staff; Ensure that management and supervisors are briefed individually in private prior to the meetings, so that the person leading the meeting has a full understanding of what is being discussed; Host daily briefings and roll-call for field officers; Create monthly reports outlining important stats and stories; Include the rationale behind policy changes and encourage feedback from staff; Increase internal transparency; Provide management, supervisory and leadership training, or coaching for all of those acting in a supervisory capacity.	X		
BFSFA 9	Post-adoption follow-up and returns: Broward County Animal Care and Adoption Center has excellent client services and adoption policies and practices. However, they do not have robust post-adoption follow-up and support to ensure maximum retention of the animals adopted.			X

NO.	PRIOR RECOMMENDATION(S)	IMPLEMENTATION STATUS		
		Implemented	Partially Implemented	Not Implemented
BFSFA 10	Volunteer and Foster Programs: The shelter has the necessary infrastructure to dramatically improve their volunteer and Foster Programs." Partake in a robust volunteer mentorship program; Review of the current requirements and the exploration of alternative methods for processing applicants, such as outsourcing it if the County cannot expedite the background checks.		X	
BFSFA 11	Training for dispatchers: Many of the calls being dispatched to the field officers come through the County's 311 system. It became obvious rather quickly that the individuals taking these calls had not received adequate training.			X
BFSFA 12	Officers as transporters: Officers act as transporters daily, bringing animals from the shelter to pet supply stores that act as adoption centers for the animals. This takes a considerable amount of time from the officers, which results in either animal control complaints being backlogged or officers rushing through calls to clear as many as they can before being pulled off the road to do transports." This practice should be discontinued and/or additional transport staff should be hired.			X
BFSFA 13	Mandated training for officers: Florida state law 828.27(4)(a)(1) mandates that all animal control officers receive 40 hours of approved training to become a certified officer and then, according to 828.27(4)(a)(3), they must receive four hours of continued education every two years to maintain their status. Most officers claim to have not received the required training or much, if any, training at all in the past several years.	X		
BFSFA 14	Getting community support: There is ample opportunity to engage the community in a diversified development strategy to assist with some of the costs necessary for Broward County Animal Care and Adoption Center to achieve and maintain No Kill. Currently, the program project coordinator is limited to seeking funds via grant applications, but there are huge missed opportunities by not utilizing her skill set in soliciting funds from individuals and community foundations.	X		
BFSFA 15	Transport program: While other recommendations throughout this assessment need to be implemented to resolve the root causes of the dog overpopulation situation, transporting animals north to No Kill communities can help address the immediate need.			X

NO.	PRIOR RECOMMENDATION(S)	IMPLEMENTATION STATUS		
		Implemented	Partially Implemented	Not Implemented
BFSFA 16	Strategic spay/neuter services: Being able to provide free or low-cost spay/neuter of owned animals is key to reducing the population of homeless animals in the community and a cornerstone to reducing shelter intake. Broward County Animal Care and Adoption Center is helping to provide this service to citizens through the online voucher program, but there is a missed opportunity with the pop-up mobile clinic that the County pays for through a contract with a local animal welfare organization." We recommend looking into this current contract/ program and working to revise it, so the mobile clinic is stationed in strategic areas to allow maximum impact based on statistical data.			X
BFSFA 17	Community outreach and engagement: The shelter needs to increase the level of engagement with the local community and create inroads to build relationships.			X
BFSFA 18	Public perception of animal control: According to most, if not all, field officers and staff in general, the community's current perception of animal control needs to be improved." Field officers should attend community-based meetings to discuss animal control issues and spend time meeting residents and dogs in dog parks handing out free supplies and informational materials to residents waiting in line at vaccination clinics and other community events.			X
BFSFA 19	Role of animal control officers in the field: Within the ranks, there are differences of opinion on how to approach animal control field operations. Some favor a more balanced approach, attempting to aid residents in solving problems, while others rely strictly on enforcing the law." We recommend switching up the teams so that officers can see how others are performing their daily duties successfully. Supervisors should plan to spend time on the road with various officers to get a sense of their philosophical beliefs.			X
BFSFA 20	Focused marketing: We recommend the implementation of a focused marketing strategy to engage the entire community in achieving and sustaining No Kill. Marketing efforts need to contain calls to action to give citizens tangible ways to get involved in achieving and sustaining their community's No Kill status.			X

Appendix C – Net Available Work Hours

The net available work hours calculation is based on our recommendation that ACAD open seven days per week. The County provides 10 paid holidays so ACAD will be in operation (*365 days – 10 Holidays*) 355 days.

8-hour Schedules

Pursuant to collective bargaining agreements, for each day worked, an employee working a standard 8-hour schedule is entitled to paid breaks and adjustments as follows:

- ❖ Two 15-minute breaks
- ❖ A time adjustment of 30 minutes

Therefore:	Daily Productive Hours	= 7 hours (8 hours – 1 hour)
	Daily Non-Productive Hours	= 1 hour
	Total Weekly Productive Hours	= 7 hours x 5 days = 35 hours
	Total Annual Productive Hours	= 35 hours x 52.14 weeks = 1825 hours

From Total Annual Productive Hours above, employees are eligible to accrue leave as follows

- ❖ **Annual leave** - Annual varies with years of service. For the purpose of calculation, we used the median rate of 4.62 hours for each of 26 pay period.
- ❖ **Sick Leave** - We calculated sick leave at 3.69 hours for each of 26 pay periods.
- ❖ **Job Basis Leave** – For eligible employees, an additional 40 hours is provided annually
- ❖ **Personal Days** – 2 Personal Days
- ❖ **Holidays** – The County provides 10 paid holidays.

Table AJ shows the net available work hours for an employee working 8-hour schedule per day. Our calculation assumes all leave is taken each year.

Table AJ

Calculation of Net Available Work Hours for 8-Hours Schedule:

Annual Productive Hours per FTE	
Total Annual Productive Hour	1825
LESS:	
Annual Leave [4.62 hrs. x 26 pay periods]	120.12
Holiday and Personal Days [(10+2) x 7]	84
Sick Leave [3.69 hrs. x 26 pay periods]	95.94
Net Available Work Hours (Non-Job Basis Eligible)	1,525
Net Available Work Hours (Job Basis Leave Eligible)	1,485

Source: Prepared by Office of the County Auditor

10-hour Schedules

Based on our recommendation to move employees in Kennel Operations to a 10-hour schedule, 4 days a week, we also calculated the resulting net available work hours.

Pursuant to collective bargaining agreements, for each day worked, an employee working a standard 10-hour schedule is entitled to paid breaks and adjustments as follows:

- ❖ Two 20-minute breaks
- ❖ A time adjustment of 30 minutes

Therefore:

Daily Productive Hours	= 8.83 hours (10 hours – 1.17 hours)
Daily Non-Productive Hours	= 1.17 hour
Total Weekly Productive Hours	= 8.83 hours x 4 days = 35.32 hours
Total Annual Productive Hours	= 35.32 hours x 52.14 weeks = 1842 hours

From Total Annual Productive Hours above, employees are eligible to accrue leave as follows

- ❖ **Annual leave** - Annual varies with years of service. For the purpose of calculation, we used the median rate of 4.62 hours for each of 26 pay period.
- ❖ **Sick Leave** - We calculated sick leave at 3.69 hours for each of 26 pay periods.

- ❖ **Job Basis Leave** – For eligible employees, an additional 40 hours is provided annually
- ❖ **Personal Days** – 2 Personal Days
- ❖ **Holidays** – The County provides 10 paid holidays.

Table AK shows the net available work hours for an employee working 10-hour schedule per day. Our calculation assumes all leave is taken each year.

Table AK
Calculation of Net Available Work Hours for 10-Hours Schedule:

Annual Productive Hours per FTE	
Total Annual Productive Hour	1842
LESS:	
Annual Leave [4.62 hrs. x 26 pay periods]	120.12
Holiday and Personal Days [(10+2) x 8.83]	105.96
Sick Leave [3.69 hrs. x 26 pay periods]	95.94
Net Available Work Hours (Non-Job Basis Eligible)	1,520
Net Available Work Hours (Job Basis Leave Eligible)	1,480

Source: Prepared by Office of the County Auditor

Appendix D – Management's Response



BERTHA W. HENRY, County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7362 • FAX 954-357-7360

MEMORANDUM

DATE: December 10, 2020

TO: Robert Melton, CPA, CIA, CFE, CIG
County Auditor

FROM: Bertha Henry 
County Administrator

RE: Management Response to the Office of the County Auditor's Audit of the
Animal Care and Adoption Division

The Environmental Protection and Growth Management Department (EPGMD) and the Animal Care and Adoption Division (ACAD) have reviewed the Office of the County Auditor's Audit Report (the Audit) and submits the following as Management's Response.

EPGMD and ACAD agree with many, partially agree with some, and disagree with some of the 135 recommendations within the Audit Report. Of note, Management acknowledges that improvements can be made (and some have since been implemented) to ACAD kennel operations, but Management does not fully agree with the conclusion that programs and processes do not adhere to best practices or the law and are not operating effectively. Management concurs with the Audit conclusion that personnel are adequately trained, and that generally assets, revenue, and expenses are handled and accounted for appropriately. Management appreciates that Opportunities for Improvement are included in the Audit, emphasizes that these have been carefully reviewed, and notes that many are being implemented or have already been implemented since the Audit.

This Audit is one of four assessments that have been completed over the last many months. The other assessments were completed by organizations that specialize in various aspects of animal care: Maddie's Shelter Medicine Program (University of Florida – College of Veterinary Medicine), Best Friends Animal Society, and American Pets Alive!.

The issues identified within these assessments are primarily attributable to the following circumstances: 1) an extended period without consistent ACAD leadership; 2) rushing to implement the "no-kill" philosophy when the necessary cultural evolution requires a long term commitment to continuous operational improvements (For example, San Francisco began the process in 1994 and "completed" the transformation in 2012); and 3) challenging relationships and competing priorities within the animal care community.

December 10, 2020

To: Robert Melton, County Auditor

Re: Management Response to ACAD Audit

The Audit (and the other assessments) confirm ACAD's performance issues are due in large part to the aforementioned circumstances. While many of these performance issues have been addressed during the course of the Audit, it is understood that significant fundamental changes must still occur. Accordingly, the following steps have been undertaken:

First, EPGMD and ACAD emphasize their commitment and dedication to:

- The intent behind the "no-kill" community philosophy, as described in [Broward County Resolution 2012-271](#).
- Working with the Animal Care Advisory Committee on goal setting and long-range planning as described in [Section 12.289 of the Broward County Administrative Code](#).
- Successful partnerships with the animal care community, including ACAD volunteers.
- Publishing and then refining a dashboard of activity at ACAD, updated daily, that provides public transparency to key shelter operation metrics. (This process has already begun under the Acting Director.)
- The American Veterinary Medical Association's Guidelines for Standards of Care in Animal Shelters.

Second, EPGMD has hired a new ACAD Director specializing in animal care programs whose focus will (and experience does) include building trust and communication with the animal care community and developing a true, collaborative team effort (to include the Humane Society of Broward County, Rescue Groups, Fosters, Volunteers, elected officials, and community service partners) toward the betterment of Broward County's pet population welfare.

Third, EPGMD is in the process of using an executive search firm to hire a new ACAD Assistant Director who will specialize in Operations and whom will be responsible and accountable for ensuring the shelter is operated in a clean, safe and sanitary manner at all times.

Fourth, EPGMD has committed two significant resources [Broward's County's Environmental and Consumer Protection Director and the Environmental Planning and Community Resilience Business Manager (the latter with ten years previous experience at ACAD)] to assist the incoming Directors with acclimating to the Broward County organization as efficiently as possible. Both resources will be dedicated to ACAD until the new Director and Assistant Director are familiar with the organization and fully able to independently address the challenges facing ACAD.

Fifth, using the multiple assessments as guidance and under the new leadership, ACAD will within 180 days of January 25, 2021 (the new Director's start date) develop and provide to the Board a "reset" strategic plan for developing ACAD into a world class animal shelter.

Sixth, ACAD will implement the "reset" strategic plan and provide quarterly updates to the Board until such time as the Board determines these updates are no longer desired.

December 10, 2020
To: Robert Melton, County Auditor
Re: Management Response to ACAD Audit

EPGMD and ACAD thank the Auditor for the extensive efforts undertaken in support of developing ACAD into the premier animal care organization it is intended to be and looks forward to using the Audit feedback as part of ACAD's ongoing improvement.

C: Mayor and Broward County Commissioners
Monica Cepero, Deputy County Administrator
Kevin Kelleher, Assistant County Administrator
Leonard Vialpando, Director, Environmental Protection and Growth Management
Jeffery Halsey, Acting Director, Animal Care and Adoption Division



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-570

Agenda Date: 4/6/2021

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Consideration to approve voting delegates to the 2021-2022 Board of Directors for Broward League of Cities.

Recommended Action

Motion on decision of Commission

Background/History

The Broward League of Cities sends an annual notice to the Office of the City Clerk regarding the selection of voting delegates to serve on the Board of Directors.

On April 7, 2020, Commissioner Drosky was appointed as the voting delegate; Commissioner Hudak was voted as the first alternate and Commissioner Parness was voted as the second alternate. The terms are based on the annual dinner; whereby, the appointed official will serve from May 2021 till May 2022.

Commissioner Drosky was unanimously elected as Secretary of the Broward League of Cities in February 2021, and will serve until May 2021, which is when he will advance to Second Vice President. In 2022, Commissioner Drosky will become First Vice President and in 2023, he will become President.

Current Activity

The League's request is to again appoint a voting delegate, first and second alternate. Upon Commission approval, the City Clerk will confirm the selection to the League. Additionally, the deadline for the appointment is April 30, 2021.



MEMORANDUM

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: March 15, 2021
Re: 2021-22 Board of Director Appointments

2020-2021 OFFICERS

President Traci Callari
Commissioner, Hollywood
1st Vice President Beverly Williams
Commissioner, Lauderdale Lakes
2nd Vice Bob Mayersohn
Vice Mayor, Parkland
Secretary Todd Drosky
Vice Mayor, Deerfield Beach
Treasurer Gary Resnick
Commissioner, Wilton Manors

DIRECTORS

Past President Greg Ross
Mayor, Cooper City
Past President Susan Starkey
Councilmember, Davie
Past President Joy Cooper
Mayor, Hallandale Beach
Past President Frank Ortis
Mayor, Pembroke Pines
Jim Allbritton
Councilmember, Southwest Ranches
Barbara Baldassarre
Commissioner, Hillsboro Beach
Peggy Brown
Mayor, Weston
Felicia Brunson
Mayor, West Park
Joy Carter
Vice Mayor, Coral Springs
Mark Douglas
Commissioner, Sunrise
Rhonda Eaton
Commissioner, Pompano Beach
Beam Furr
Commissioner, Broward County
Michelle Gomez
Mayor, Tamarac
Denise Grant
Vice Mayor, Lauderdale
Denise Horland
Councilmember, Plantation
Geoffrey Jacobs
Mayor, Pembroke Park
Anabelle Lima-Taub
Commissioner, Hallandale Beach
Wayne Messam
Mayor, Miramar
Heather Moraitis
Commissioner, Fort Lauderdale
Tim Neal
Councilmember, Sea Ranch Lakes
Lauren Odman
Commissioner, Dania Beach
Paul Rolli
Vice Mayor, Wilton Manors
Tommy Ruzzano
Commissioner, Margate
Iris Siple
Commissioner, Pembroke Pines
Elliot Sokolow
Commissioner, Lauderdale-by-the-Sea
Matthew Sparks
Commissioner, Oakland Park
Becky Tooley
Commissioner, Coconut Creek
Glenn Troast
Mayor, Lighthouse Point
Ana Ziade
Mayor, North Lauderdale

Samuel S. Goren, Esquire
Goren Cherof Doody & Ezrol, PA
Legal Counsel

Mary Lou Tighe
Executive Director
Sely Cochran
Deputy Executive Director

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.
- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.
- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming commission meeting. See the attached attendance record for the last year. **The deadline for board appointments is April 30, 2021.** The term will begin in May, 2021, and will end in May of 2022. The exact date in May is TBD.

Please forward the information below to scochrane@browardleague.org.

=====
Municipality: _____

Commissioner/Council Appointments: _____

Director: _____

Alternate: _____

Second Alternate: _____