



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

June 15, 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: May 18, 2021

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Appearance Board Meeting Minutes

Attachment: May 12, 2021

Education Advisory Board Meeting Minutes

Attachment: March 7, 2021, April 7, 2021

APPROVAL OF THE AGENDA

June 15, 2021

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/84937945332?pwd=WUUzdGQ2bIZZTDRIbG94SWtVbzIzZz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 849 3794 5332#

Participant ID: #

Passcode: 937349#

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 Nature Gnaws for their commitment to the Deerfield Beach community for conducting a Beach Cleanup on Earth Day.**

Sponsor: Department of Economic Development

- 2. Certificate of Appreciation presented to the Kids of Love Foundation, Inc. for their dedication to the City of Deerfield Beach for conducting a beach cleanup to honor Armed Forces Day.**

Sponsor: Department of Sustainable Management

- 3. Certificate of Recognition presented to Deerfield Beach Ocean Rescue for being named 2020 Beach Patrol of the Year by the Florida Beach Patrol Chiefs Association.**

Sponsor: Commissioner Todd Drosky

- 4. Certificates of Appreciation presented to Deerfield Beach City Staff and The Friends of the Arboretum for their dedication and talents that led to the completion of Phase II of the Rainforest at Constitution Park and Arboretum.**

Sponsor: Office of the City Manager

QUASI-JUDICIAL PUBLIC HEARINGS

- 5. P.H. 2021-080: APPLICATION NO. 20-RM25-108 & Case No. 2553 (Project Name: D&S Funding) D&S Funding, LLC represented by Deena Gray, Esq. of Greenspoon Marder, LLP**

Applicant: D&S Funding, LLC represented by Deena Gray, Esq. of Greenspoon Marder, LLP

Proposal: Major site plan application seeking approval for a two (2) story, four (4) unit multi-family residential building; AND seeking approval of two (2) Variances (Case No. 2553) from Sec. 98-61 of the Deerfield Beach Land Development Code to allow: 1) a ten (10) foot east side yard setback, in lieu of the twelve and half (12.5) feet required by Code; AND 2) a minimum lot width of seventy-five (75) feet, in lieu of the one hundred (100) feet required by Code.

Location: The property is generally described as a parcel of land in DEERFIELD BEACH 4-4 B LOT 15 E25, 16 BLK 1, more particularly described in the file, and located at 1941 NE 1st Street.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: D&S Funding, LLC

PUBLIC HEARING - FIRST READING

6. **ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS IN THE AMOUNT OF \$2,341,275 FROM THE BUILDING FUND TO THE GENERAL FUND TO REIMBURSE THE GENERAL FUND FOR THE PRIOR YEARS BUILDING FUND EXPENDITURES, AND \$1,920,226 FROM THE FUND BALANCE OF THE GENERAL FUND TO THE GENERAL FUND APPROPRIATIONS IN ORDER TO COVER THE FY 2020 ENCUMBERED PURCHASE ORDERS THAT WERE CARRIED FORWARD TO FY 2021; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

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

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

Sponsor: Department of Financial Services

Attachment: Budget Amendment

PUBLIC HEARINGS – SECOND READING

- 7. P.H. 2021-081: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES CHAPTER 2 "ADMINISTRATION," ARTICLE III "OFFICIALS, OFFICERS AND EMPLOYEES," DIVISION 2 "TRAVEL EXPENDITURES POLICY" TO PROVIDE FOR THE ADOPTION OF TRAVEL POLICIES AND PROCEDURES BY RESOLUTION AND TO PROVIDE FOR CONSISTENCY WITH STATE LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Office of the City Manager

Attachment: Travel Expenditures Policy

- 8. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the updated city travel policy and procedures; providing for implementation, conflicts, and an effective date. (*Departmental Business*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Manager

Attachment: Travel Policy and Procedure

- 9. P.H. 2021-082: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; ESTABLISHING A SPECIAL REVENUE FUND FOR THE AMERICAN RESCUE PLAN ACT FUNDS ALLOCATION IN THE AMOUNT OF \$16,284,885 AND APPROVING SUPPLEMENTAL APPROPRIATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Financial Services

Attachment: American Rescue Plan

- 10. P.H. 2021-083: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES CHAPTER 2 "ADMINISTRATION," ARTICLE VI "CODE ENFORCEMENT," DIVISION 2 "SPECIAL MAGISTRATE," SECTION 2-357 "CODE ENFORCEMENT SPECIAL MAGISTRATE JURISDICTION AND AUTHORITY" OF THE CITY CODE OF ORDINANCES; AMENDING CHAPTER 70 "WATER CONSERVATION," SECTION 70-163 "YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES" TO MAKE SECTION 70-163 SUBJECT TO THE CODE ENFORCEMENT PROCESS IN CHAPTER 2 OF THE CITY CODE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Planning & Development Services

Attachment: Code Enforcement Process

- 11. P.H. 2021-084: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," ARTICLE IV "SUPPLEMENTARY REGULATIONS," SECTION 98-103 "REASONABLE ACCOMMODATION PROCEDURES" OF THE CITY LAND DEVELOPMENT CODE TO UPDATE THE REASONABLE ACCOMMODATION PROCEDURES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Planning & Development Services

Attachment: Reasonable Accommodation Procedures

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 - AGREEMENTS & EXPENDITURE REQUESTS

12. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Funding Agreement with the Broward County Sheriff in the amount of \$21,619.80 in Edward Byrne Memorial Justice Assistance Grant Funds to implement the Violent Crime-Theft Reduction Program; authorizing execution of the Funding 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: Department of Legislative and Community Affairs, BSO - Law Enforcement

Attachment: Edward Byrne Memorial Justice Assistance Grant Program

- 13. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Hire DFB Incentive Program Grant Application from Publix Super Markets, Inc. in the amount of \$50,000 in incentive program funds; providing for implementation and an effective date. (*Funds from Account #001-1500-552-80-53 - Incentives*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Economic Development

Attachment: Publix Super Markets, Inc.

- 14. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JZ021-06-2022 with the Areawide Council on Aging of Broward County, Inc. for Alzheimer's Disease Initiative Program funding in an amount not to exceed \$438,980.85; authorizing execution of the Agreement; and providing an effective date. (*Fiscal Impact: Increase in Revenue*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Active Aging

Attachment: Alzheimer's Disease Initiative

- 15. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JL021-06-2022 with the Areawide Council on Aging of Broward County, Inc. for the Local Services Program for the Center of Active Aging in an amount not to exceed \$132,380; authorizing execution of the Agreement; providing an effective date. (*Fiscal Impact: Increase in Revenue*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Active Aging

Attachment: Local Service Provider Funding

DEPARTMENTAL BUSINESS

- 16. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by Yolanda Velasquez for her wedding at the Deerfield Beach Observation Deck on June 26, 2021 from 3:00 pm to 11:00 pm; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Special Event Permit Application

- 17. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE VIII "LOCAL HOUSING ASSISTANCE PROGRAM" OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR CONSISTENCY WITH STATE LAW; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

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

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

Sponsor: Department of Legislative and Community Affairs

Attachment: Local Housing Assistance Program

COMMENTS BY ADMINISTRATION & LEGAL

ADDENDUMS

- 18. Discussion and potential action regarding the use of Oveta McKeithen Recreational Complex football field and gym by the Bryce Gowdy Foundation.**

Suggested Action: Motion on waiver of fee request for Bryce Gowdy Foundation use of Oveta McKeithen Recreational Complex football field and gym

Sponsor: Department of Parks & Recreation

Attachment: Oveta McKeithen Recreational Complex

19. Discussion and potential action regarding the use of Hillsboro Community Center by the Bryce Gowdy Foundation.

Suggested Action: Approve waiver of fee for Bryce Gowdy Foundation use of Hillsboro Community Center

Sponsor: Department of Parks & Recreation

Attachment: Hillsboro Community Center

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Budget Workshop - Monday, June 21, 2021

Budget Workshop - Tuesday, June 22, 2021

Regular City Commission Meeting - Tuesday, July 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, May 18, 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 7:01 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present: 5 – Commissioner Todd Drosky
Commissioner Michael Hudak - via Zoom
Commissioner Bernie Parness
Vice Mayor Ben Preston - via Zoom
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

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

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - April 20, 2021

Special City Commission Meeting Minutes - April 13, 2021

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Appearance Board Meeting Minutes - April 14, 2021

Planning & Zoning Board Meeting Minutes - April 1, 2021

African American Heritage Board Meeting Minutes - April 5 & April 21, 2021

ACKNOWLEDGEMENT OF CITY BOARD MINUTES - CONTINUED

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

May 18, 2021

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

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

Nays: 0

AWARDS & RECOGNITION**1. Proclamation presented to Redemption Baptist Church in recognition of Haitian Flag Day.**

Mayor Ganz read the proclamation in recognition of Haitian Flag Day. The proclamation outlined the history of the Republic of Haiti who declared itself a free and independent nation on January 1, 1804, after thirteen years of revolution and war. The colors on the flag: blue on top, which represents Haiti's black and mixed race people, and red underneath, which symbolizes their blood, and the coat of arms of the Republic placed in the center on a white-squared portion includes the country's coat of arms and the phrase "Through Unity We Find Strength" by way of translation. In closing, Mayor Ganz proclaimed May 18, 2021 as Haitian Flag Day.

CITY COMMISSION BUSINESS**14. Discussion regarding the Solid Waste Working Group. (Tabled from May 4, 2021)**

Mayor Greg Ross, Cooper City, introduced Commissioner Beam Furr, Broward County, who will offer a presentation regarding solid waste refuse.

History - Mr. Furr provided a PowerPoint presentation regarding the changes with the disposal agreement, dating back to 2013. In 2013, 26 cities, along with the County, were part of a disposal agreement; whereas, the County decided where garbage went when it left a resident's home, which initially, was going to two (2) incinerators and the landfill. The agreement expired in 2013 and some cities selected different alternatives. Since there was not enough garbage going to the incinerators, Waste Management decided that both were not needed and dismantled the north incinerator in 2015. Around that time, the cities and the County were trying to divide assets as they were no longer contractually bound.

Continuing, Mr. Furr said there was a property, Alpha 250, that could potentially be used and in June 2015, everyone agreed to pause; whereby, the cities agreed to perform a study to decide if the property was worth keeping it in the public hands where you could collectively build a recycling center together that would be collectively owned. The study would also find a way to reach a 75% recycling percentage. He advised that in 2016, the recycling rate was plummeting because garbage and recycling were being disposed in various locations. Furthermore, the recycling industry was dwindling as the costs were increasing and cities were paying more for recycling. The County decided to seek an opportunity to use the Alpha 250 jointly.

CITY COMMISSION BUSINESS - CONTINUED

Exhibit A - Milestone Schedule - Mr. Furr said the study was done and acknowledged that the 75% was achievable; therefore, keeping the land was beneficial. The property is already zoned for disposal and has enough capacity. Thereafter, he outlined the steps necessary to accomplish this goal. He advised that MOUs (memorandum of understanding) had to be signed by all the cities, which was done, designate a working group comprised of elected officials, designate a technical group comprised of county and municipal staff. Furthermore, the attorney group was formed. At the end of the process, the working group voted on a governing structure. Over the last couple months, the County and other elected officials spoke with the city delegates.

Renewals - Mr. Furr said what is of urgency is the renewal for the disposal agreement; this is the agreement the County has with Wheelabrator, south incinerator, and Waste Management, landfill; the second renewal term will start July 3rd (2023).

Second Renewal - Mr. Furr stated that the deadline to advise of renewal is January 15, 2022; thus, there are two (2) preconditions to renew the contract.

Second Renewal Preconditions - Mr. Furr outlined the preconditions: guarantee at least 500,000 tons of garbage annually and must fulfill this obligation by January 2022. He said bringing all the cities together provides more negotiating power as it is not enough to renew since there is only one (1) incinerator.

Table 5A - Mr. Furr advised that in 2013, the contract with all the cities dissolved. Also, in that year, there were 3.2 million tons of garbage collectively. The recycling rate was up by 46% and about 1.2 billion tons of garbage were landfilled. In 2019, there were almost 4 million tons of garbage and the recycling rate dropped dramatically; the amount being sent to the landfill has increased dramatically. The landfill has a short life span and there is a lot of garbage, but not many places to dispose.

The Cost (spreadsheet) - Mr. Furr outlined the study from 2017/2018 to determine the possibility of reaching a 75% recycling rate, using the current incinerator and probably build a state-of-the-art recycling center and make sure the landfill will last as long as possible. The spreadsheet shows various iterations of ways to recycle; however, each option includes a new recycling facility as well as adding a fourth burner to the Wheelabrator incinerator on State Road 441. On the right of the spreadsheet, it shows that \$400 million needs to be raised, but the reality is about \$500 million is needed in the near future; thereafter, \$1 billion plus will be needed.

Scenario - Mr. Furr explained that this slide shows three (3) options with high price tags.

Interlocal Agreement - Mr. Furr outlined the approach to the decision. If all the cities came back together, what type of governing structure makes the most sense and everyone is most comfortable. The interlocal agreement has benefits and drawbacks like the other two (2) options; fits the timeline with the disposal agreement, local control working together, flexibility in structure and composition and others. He outlined a few drawbacks: trust and communication as there are 31 cities; not many examples of this type of interlocal agreement in Florida; cannot levy taxes and not every city is required to join.

Dependent Solid Waste District - Mr. Furr said this is similar to Palm Beach and outlined the benefits: meets criteria for the timeline and can be done quickly; local control as no one outside of Broward County will determine the fee structure or what building; flexibility in structure and composition; can levy assessments and possibly taxes. The drawback for the County is that it would work against the 10-mil cap; Broward County is around 5.3 mils. Another downside for the cities is that it requires the cities to be dependent to the County, whereas, the County either has to approve the membership, the budget or has to serve as a governing body. Additionally, there is a potential issue with dual office holding which is done in Palm Beach.

Independent Solid Waste District - Mr. Furr said the other form of self-governing would require approval by the State legislature to create an independent solid waste district. This would not meet the timeline and may never be done as legislators are not interested. Thereafter, Mr. Furr outlined the benefits, flexibility in terms and composition; levy and appropriate assessments as this would be an independent ad valorem tax and would not work against the County. Also, there is no limit to the amount taxed. Lastly, all cities would be required to participate if passed. Mr. Furr outlined the drawbacks; loss of local control from the County

CITY COMMISSION BUSINESS - CONTINUED

and city level as the State would have the most say; the longest timeline as the renewal needs to be done within 7 to 8 months; possible interference from the State and other parties.

Waste Generation Study - Mr. Furr said when the working group met and first voted, they voted to go with the independent district. After providing the same presentation to the County Commission and how the group voted, the County Commission did not agree with the independent district as they believed it would cause a problem later. Based on the comments by the County Commission, the working group decided to remove the independent district as an option. Mr. Furr said regardless of the option chosen, a waste generation study needs to be done; thereafter, he explained what the study covers, tonnage collected, commercial/residential fees and others. The working group has decided to move forward with the study, but it will cost over \$1 million and take about one (1) year to complete. The next step would be determining how to pay for the study; wherein, the County agreed to pay up to 50% of the study with the remainder being split among the cities. He advised that the cities would have to determine how to split it.

Palm Beach Example - Mr. Furr provided the fiscal year 2021 budget for Palm Beach; the assessment for single-family is \$173 at four (4) per year. This assessment would cover the tipping fees being paid now; whereas, the City is paying tipping fees forward. Mr. Furr explained how the disposal rate being charged to the residents would decrease, the assessment would increase and the net would be more expensive than the saving. Nevertheless, this is an approach to come up with the money to pay. Thereafter, Mr. Furr commented on the commercial assessment rate comparison, and advised that the tipping fee is lower in Palm Beach than Broward County.

Important Date - January 2022 - Wheelabrator Renewals - Mr. Furr reiterated what is needed from the cities, participation in the waste generation study and determining the government structure.

Mr. Ross said the governance is up and the vote for the working group, 6-3, was originally in favor of the independent district, but upon revisiting, was a 6-2 vote to take it off. After speaking with various State legislators and lobbyists, it was determined that the independent district was not practical; albeit, the study conducted by Arkadis recommended the independent district. Mr. Ross said they are seeking a pledge from the City to discuss terms with Wheelabrator; the more garbage, the lower the tonnage rate, which they are open. If all 31 cities join, the tonnage can exceed 500,000. For the waste generation study, the working group consensus was to go with population as it is fair to all cities.

Mr. Furr said a decision has not been made on using Arkadis as the charge has not been determined and the county administrator has the scope and sequence and will be working on it. Moreover, since the figures are not finalized, the MOU will have to be amended which will hopefully be done in the near future, possibly before summer recess. Thereafter, questions were entertained.

Mayor Ganz asked if this would be like restructuring a similar resource recovery board.

Mr. Furr replied that it is a major difference as the County has little garbage and this is an effort to help cities control their destinies. He explained that with the interlocal agreement, the County was more involved because of the contract with Waste Management and a stop gap with bonds. This would not be the case; whereby, the cities would collectively own the recycling center and would decide collectively, along with a County rep, the tipping fees, what is being built, etc. He also provided examples of what could be done to generate jobs.

Mr. Ross said although the County has 1% of garbage and population, they are statutorily obligated to this process. He opined that the County will play an integral part in the management and as a partner to all 31 cities.

Mayor Ganz commented on the offer presented to the cities through the Resource Recovery Board as it reduced tipping fees to 1/10, to \$75 per ton; however, it was different the second time around. He explained that it was county run and there was not a lot of trust; thus, the City went out alone and obtained rates at less than \$50 per ton with Sun Bergeron. Suddenly, Waste Management lowered their tipping fees below Sun Bergeron which displeased him. Additionally, he opined that the county squandered property and caused cities to lose on opportunities in key places where trash could have been disposed. Then, Sun

CITY COMMISSION BUSINESS - CONTINUED

Bergeron contracted a deal with Waste Management and ended recycling and other benefits. Mayor Ganz said he has a lot of faith in Mayor Ross and Commissioner Furr, but is hesitant and concerned about getting into this deal because of what has transpired.

Mr. Ross said he understands as it was addressed with the County Commissioners who acknowledged the lack of trust. Through the failure of the Resource Recovery Board, it is recognized that trust is needed, but everything will be in writing. He said the same mistakes made with RRB will not be made. He reiterated the need to have everything in writing as it will serve as a reference for many years. Moreover, he acknowledged Mayor Ganz's hesitancy.

Commissioner Hudak said time is of the essence and acknowledged that trash has almost doubled in the last 15 years. He then commented on the financial changes with recycling; whereas before, recycled generated revenue for the City and now, the exorbitant fees have caused the City to stop recycling services for this and other reasons. Furthermore, Waste Management has decided to not retrofit the waste to energy facility, but want to rezone to eliminate it altogether. It is important that the cities work together on a solution to avoid long term problems.

Mr. Furr agreed that the recycling industry took a nose dive and based on his research, an increase is underway as metals, glasses and other recyclable material will be sought after. He explained that Broward County previously added \$12 to tipping fees for various programs, but one was for educating the public on contamination, which was very important. For cities that have stopped recycling, residents must be retrained; even children are aware of recycling requirements.

Commissioner Parness asked what guarantee is there that the County will not take over and if something is in writing that guarantees autonomy.

Mr. Ross replied that the interlocal agreement is between the County and cities; the State is not involved. For the independent district, the State would have some control which is why that was removed as an option.

Mr. Furr said his understanding is that the interlocal agreement must be agreed upon by everyone and would delegate authority to the entity to run the disposal; i.e. hiring an executive director, management of the recycling center, etc.

Commissioner Parness asked if the cost would be exorbitant if only half the cities want to join.

Mr. Furr replied that operational costs would be much like cost recovery; whatever it costs, it is charged as such. It comes down to whether the prices are kept low. He said he believes there are a certain number of cities that have to join to make this a viable program; thus, the study is necessary.

Mr. Ross said the number of cities is unknown; however, if one city opts out now but wants to join in the future, they would be allowed as long as retroactive payment is received. Additionally, they would become an equal partner and payment includes interest on the money loss.

Commissioner Drosky thanked Commissioner Furr for his presentation and knowledge in this field, as well as Mayor Ross who has done well shepherding the process. Thereafter, he commented on the fluidity of the working group meetings and the continuous changes. Commissioner Drosky commented on the votes previously mentioned; whereby, Deerfield Beach is not a voting member but a delegate to the working group.

Mayor Ganz reiterated his trust for Commissioner Furr and Mayor Ross and thanked them for their leadership.

Vice Mayor Preston asked if other cities have been investigated to extract the positives and negatives on recycling to possibly create a protocol in Broward County.

CITY COMMISSION BUSINESS - CONTINUED

Mr. Furr replied that he reads a little from the industry daily. What he learned most about Port Saint Lucie was how they recycle glass; whereby, 20% of Broward County waste stream is glass and they were unable to recycle it properly. Additionally, he has heard that there is no profit in glass recycling, but Port Saint Lucie is using it in various mediums, for roads, sandblasting and others. Lastly, he said adopting the model is feasible and later on, they will provide an amendment to the MOU once they have actual figures.

QUASI-JUDICIAL PUBLIC HEARINGS

2. P.H. 2021-063: Applicant: STONESHEK LLC represented by South East Architect Services, Inc. (Technical Deviation Case No. 2526)

Proposal: Seeking approval of a TECHNICAL DEVIATION for fourteen (14) parking spaces in accordance with Section 98-88 (q) of the Deerfield Beach Land Development Code to permit a restaurant, spa and offices in an existing building with fourteen (14) existing parking spaces, in lieu of the 28 parking spaces required by Code.

Location: The property is generally described as THE COVE 32-48 B LOT 4 W1/2,5 BLK 4, as more particularly described in the file and located at **1400 E. Hillsboro Boulevard**.

Anthony Soroka, City Attorney, outlined the application and explained the quasi-judicial procedure.

Julio Montaner, South East Architect, representing the applicant, waived the quasi-judicial procedure; thereafter, he provided a PowerPoint presentation.

Location Map - Mr. Montaner said the project is between SE 1st Avenue and SE 14th Avenue and advised that the facility is a three-story structure with a gross area of 6,128 square feet, 14 parking spaces on site and two (2) offsite parking spaces on East Hillsboro Boulevard. The offsite parking is not applied to the parking count.

View from Hillsboro Boulevard - Existing Building - Mr. Montaner provided a photo of the existing building.

View from Hillsboro Boulevard -Proposal - Mr. Montaner provided a rendering of the proposed building after renovation which should be completed very soon.

Site Plan - Mr. Montaner provided a rendering of the site plan with the location of the parking spaces as well as the offsite parking at the front.

1st Level - Mr. Montaner advised that the restaurant and spa will be on the first floor, with the spa being on the east side.

2nd Level - Mr. Montaner said offices will be on the second floor. Also, a very small office will be located on the third floor for the owner's use. The second floor is currently under renovation.

3rd Level - Mr. Montaner reiterated that the 3rd floor would occupy a very small office. Thereafter, Mr. Montaner provided a brief history on the owner's purchase of the building a few years ago as well as changes that have been made thus far. Currently, there is only one (1) tenant, the spa. In order to allow a reasonable use of the structure, a parking deviation is proposed by specifying a specific hour of parking. Furthermore, the applicant will agree to a restrictive covenant with the City which provides specific hours of operation to the restaurant and shared parking. Thereafter, he entertained questions by the Commission.

Commissioner Hudak clarified the applicant's request; limiting the hours of the restaurant operations as proposed in the application.

Mr. Montaner replied yes. The restaurant would be open after 5 p.m. and on the weekends, after office hours.

Commissioner Hudak asked if there are enough parking spaces if the restaurant was not there and whether the solution is viable.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

David Santucci, City Manager, replied that the parking would still fall short

In response to additional questions posed by Commissioner Hudak, Eric Power, Director of Planning & Development Services, replied that the building is an office building and the applicant's request seeks to add an additional use, which is the restaurant. Restaurants have a higher intensity than an office and in order to meet the requirement, they are voluntarily requesting a restrictive covenant that does not allow the restaurant to open before 5 p.m. Monday through Friday. Further, it acts as a shared parking agreement so the spaces in use for the office businesses, would still be available to those people. Then once the people leave at 5, they would be open to restaurant patrons.

In response to Commissioner Hudak's question, Mr. Power replied that shared parking is a viable solution.

Commissioner Drosky commented on the restrictive covenant and spoke in favor of the application.

Vice Mayor Preston spoke in support of the application as there is not any conflict based on shared parking.

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

MOTION was made by Commissioner Drosky, seconded by Vice Mayor Preston, to approve Item 2, adopted Resolution 2021/074. Roll Call:

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

Nays: 1 - Commissioner Parness

3. P.H. 2021-064: Applicant: WHALE'S RIB INC. represented by Steve Edwards Architecture LLC (Technical Deviation Case No. 2529)

Proposal: Seeking approval of a TECHNICAL DEVIATION for two (2) additional parking spaces in accordance with Section 98-88 (q) of the Deerfield Beach Land Development Code to permit a generator installation for an existing restaurant, in lieu of the twenty-one (21) parking spaces as previously approved.

Location: The property is generally described as several parcels of land in OCEAN VUE 3-34 BLK 5, more particularly described in the file and located at **2019-2041 NE 2 Street.**

Anthony Soroka, City Attorney, outlined the application and asked whether the applicant would waive the quasi-judicial procedure.

Steve Edwards, Architecture LLC, waived the quasi-judicial procedure. He said Whale's Rib owner wishes to use a temporary generator during power outages.

Site Plan - Mr. Edwards advised that the generator will only service Whale's Rib Restaurant, not the full site. The best location for the generator would be the northwest corner of the property; whereas, there are not any setbacks or landscape buffers.

Floor Plan - Mr. Edwards said the generator would be placed within an 8-foot fence which would also enclose the dumpster and recycling containers. Two (2) parking spaces must be removed to achieve this which would not be a hindrance as many patrons come from the Deerfield Beach resort area.

Area Parking - Mr. Edwards provided a diagram of the businesses and residential locations around the area and advised that additional parking is available around the restaurant along with the garage parking off A1A to supplement the spaces. Additionally, Beachwise is back in service and services most of the area.

Existing Area Photographs - Mr. Edwards provided a photo of the spaces that the generator would occupy, the two (2) spaces closest to the dumpster enclosure, which will be updated and improved. He also provided an overall view of the parking area; all landscaping would be preserved.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

Fence Elevations - Mr. Edwards said the goal with the chain link fencing is to match the restaurant colors and place a white vinyl on the chain link and interlaced with privacy slots to carry on the restaurant theme. Whale's Rib also has a full-time parking attendant so in the event of overflow parking, they would be redirected to other parking. In closing, he reiterated that the generator would only be used during power outages.

Commissioner Hudak said other businesses in the area have to pay for extra parking due to their lack of parking spaces or pay the garage a fee to purchase parking spaces. He asked why the Commission should approve the application as they are requesting a reduction in parking.

Mr. Edwards replied that the owner would pay \$12,000 into the City's parking fund which would exhaust the option of paying for spaces in the garage.

In response to Commissioner Hudak's question, Mr. Edwards replied that Flanigan's has valet parking that trickles over with Whale's Rib; however, it is not officially part of Whale's Rib, so it is not included but there is valet parking for that side.

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

Vice Mayor Preston said he was concerned with the elimination of the parking spaces; however, due to having other parking alternatives, he supports the application.

Commissioner Drosky spoke in support of the application as the generator will help the barrier island with meals during times they would not be able, i.e. hurricane season, which is upon us.

Mayor Ganz said the spaces being loss are not good spaces due to the layout and is willing to sacrifice those based on the good coming from this application. He also commented on the City's parking fund and the applicant's decision to contribute to the fund instead of an agreement with the parking garage. He opined that since garage parking was an option, there must be parking available.

Commissioner Hudak expressed concern with the arrangement for the parking fees and the difficulty for small businesses to pay versus larger business, i.e. Whale's Rib. He agreed that the generator is a benefit and the parking spaces are not prime, but is concerned for the smaller businesses.

Mayor Ganz said the small businesses have the same options as the applicant; however, based on square footage, Whale's Rib is not a large business but accessible. He reiterated the two (2) parking options, pay into the City's parking fund or sign an agreement with the garage and each business must decide what is best for them.

MOTION was made by Commissioner Parness, seconded by Commissioner Drosky, to approve Item 3, adopted Resolution 2021/075. Roll Call:

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

Nays: 0

PUBLIC HEARING - SECOND READING

- 4. P.H. 2021-065: ORDINANCE 2021/006 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REPEALING ARTICLE IV, "PROCUREMENT CODE" AND ARTICLE V "PROCEDURES FOR SALE OR LEASE OF CITY-OWNED PROPERTY" OF CHAPTER 38 "FINANCE AND TAXATION" OF THE CITY CODE, AND ENACTING A NEW ARTICLE IV, "ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF CITY PROPERTY"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

PUBLIC HEARING - SECOND READING - CONTINUED

The Ordinance was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item 4, adopted Ordinance 2021/006. Roll Call:

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

Nays: 0

- 5. P.H. 2021-066: ORDINANCE 2021/007 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A SEVENTH AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND THE FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY; AUTHORIZING AN EXTENSION OF TIME FOR THE DEVELOPMENT OF FOUR ACRES OF THE FLORIDA ATLANTIC RESEARCH & DEVELOPMENT AUTHORITY PROJECT IN THE CITY OF DEERFIELD BEACH; RATIFYING THE SIXTH AMENDMENT TO THE LEASE AGREEMENT; PROVIDING FOR EXECUTION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

Mayor Ganz opened the public hearing.

Samantha Gillyard, City Clerk, outlined campaign contributions as required by the City's Code of Ethics. The applicant's representative, Dennis Mele, made the following contributions: Commissioner Parness, \$500 on January 19, 2021; Commissioner Todd Drosky, \$500 on December 23, 2020; and Commissioner Hudak, \$500 on February 5, 2019.

Dennis Mele, 200 E. Broward Boulevard, Fort Lauderdale, said everything is the same as with the first reading. Nevertheless, they did confirm in writing the internship program for the legal department and construction trades.

Commissioner Parness asked how soon would construction start on the project.

Mr. Mele replied that the site plans will be filed immediately with an anticipated construction commencement date of March 2022.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to approve Item 5, adopted Ordinance 2021/007. Roll Call:

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

Nays: 0

Mayor Ganz advised that the public hearing was not closed.

Anthony Soroka, City Attorney, recommended reopening the public hearing to allow public comments.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, clarified that if Florida Atlantic University [Research Authority] is unable to start on the project, the property reverts to the City and goes out for a referendum. This has been an ongoing situation for years and as soon as something is supposed to happen, a new proposal is given.

PUBLIC HEARING - SECOND READING - CONTINUED

Mayor Ganz closed the public hearing.

Mr. Soroka advised that the contract requires that if the proposed new sub-leasee does not obtain the rights to the sub-lease or the building permit on or before March 15, 2022, then the lease to the parcel becomes the City's property. The City can do as it chooses to either go to referendum or sell it if not used for its own purposes.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to approve Item 5, adopted Ordinance 2021/007. Roll Call:

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

Nays: 0

PUBLIC COMMENT

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked when the public would be able to comment on Item 14.

Mayor Ganz replied that the public can comment before a course of action.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

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 Items 6-9 in concert. Roll Call:

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

Nays: 0

- 6. Resolution 2021/076 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the 2021 Amendment to the Interlocal Agreement with Broward County for distribution of the proceeds of the Three Cent Additional Local Option Gas Tax on Motor Fuel; authorizing execution of the 2021 Amendment; providing for an effective date.**
- 7. Resolution 2021/077 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the 2021 Amendment to the Interlocal Agreement with Broward County for distribution of the proceeds of the Fifth Cent Additional Local Option Gas Tax on Motor Fuel; authorizing execution of the 2021 Amendment; providing for an effective date.**
- 8. Resolution 2021/078 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Work Authorization with Walters Zackria Associates, PLLC for the preparation of a design criteria package and associated services for the Center for Active Aging Redevelopment Project to provide for supplemental construction phase services; authorizing execution of the Amendment with Walters Zackria in an amount not to exceed \$231,480.00; providing an effective date. (*Funds from Account #358-8000-569-61-08 - Architect/Engineering*)**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

9. **Resolution 2021/079 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a piggyback agreement with Luna Development Corp. for the replacement of 200 linear feet of existing sewer main on SE 13th Court in an amount not to exceed \$100,825.00, utilizing the City of Fort Lauderdale Contract #12204-293; providing for execution and an effective date. (Funds from Account #413-5000-536-60-31 - Water & Sewer Renewal & Replacement)**

DEPARTMENTAL BUSINESS

10. **Resolution 2021/080 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of a Hazard Mitigation Grant Program application to the Florida Division of Emergency Management for Lift Station 5 Emergency Back-up Generator; authorizing the expenditure of matching funds in the amount of \$37,500; authorizing execution of a grant agreement, if awarded; and providing for an effective date. (Fiscal Impact from Account #413-5000-536-60-31 - Water & Sewer Renewal & Replacement)**

The Resolution was read by title only.

David Santucci, City Manager, outlined Item 10, submission of a grant application to FEMA with a requirement for matching funds for an emergency back-up generator at Deerfield Beach Middle School that experienced problems about 9 months ago.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Item 10, adopted Resolution 2021/080. Roll Call:

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

Nays: 0

11. **Resolution 2021/081 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Evaluation Committee's ranking of proposals pursuant to Request for Proposals #21-05-PC for Design-Build Construction for the Johnny L. Tigner Community Center; authorizing the City Manager to commence contract negotiations and execute a contract with MBR Construction Inc., the top ranked general contractor firm, in an amount not to exceed \$9,116,547.02; providing for conflicts, severability and an effective date. (Funds from Account #358-8000-572-61-12 - Construction)**

The Resolution was read by title only.

Priscilla Cygielnik, City Engineer, asked for Commission approval of the evaluation committee's ranking for the community center; MBR Construction and Walters Zackria will provide a brief presentation on their proposal.

Organizational Chart - Mike Boss, MBR Construction, outlined the design build team.

Working Together - Mr. Boss said he and Abbas Zackria, architect, have been working together for a while and listed various projects they've completed over the last 40 years. Thereafter, he provided renderings

DEPARTMENTAL BUSINESS - CONTINUED

and the cost of various projects, Sullivan Park, Wilton Manors City Hall and police station, and numerous governmental projects.

Current Projects - Mr. Zackria advised that an addition to the existing civic center was recently completed for the City of Sunrise, approximately \$10 million.

Similar Projects - Mr. Zackria provided renderings of the completion of a multi-purpose center for the Town of Davie.

LEED Projects - Mr. Zackria provided photos of the various LEED projects. Although the City's community center project is not scheduled to be LEED certified, a number of green initiatives have been incorporated into the design.

Proposed Design - Site Plan - Mr. Zackria provided a rendering of the site plan for the proposed building which is situated mostly on top of where the existing building was but has a larger footprint and sawtooth shape due to the roadway configuration. A plaza was created for the front with a drop-off area and between the new community center and gymnasium and in the rear. The entire parking lot will be redone, landscaping, paving, and lighting.

Proposed Design - First Floor Plan - Mr. Zackria described the flow on the first floor which includes a banquet hall on the right side, offices with connection through the covered canopies to the gym or to the left, there are meeting room spaces, computer lab, restroom facilities and kitchen toward the rear. The kitchen serves the main building as well as the banquet hall directly. To the left are dumpsters and generator.

Proposed Design - Second Floor - Mr. Zackria said this floor provides programmatic spaces, like multipurpose room, camp room, offices and others. In the hall area, there is seating and hang out spaces so kids are able to interact loosely without being part of the programs.

Proposed Design - Exterior Views - Mr. Zackria provided renderings from different aerial views, with canopies to walk to the existing gymnasium. Also, the outside of the gymnasium will be redone with stucco and paint; thus, both buildings will be tied together and part of one campus.

Proposed Design - Interior Views - Mr. Zackria provided renderings of the interior of the community center's lobby, and banquet hall.

Proposed Design - Design Inspirations - Mr. Zackria said part of the design criteria, was reviewing the Hillsboro Community Center and Highlands Park Community Center as they are the two newest community centers; whereby, some of the design detailing has been incorporated as shown.

Proposed Design - Service & Delivery Considerations - Mr. Zackria provided an overview of the rendering; whereby, the green serves as the service access. The public/pedestrians would be separated from various services, i.e. garbage collection, catering trucks, which are isolated on one side and the remainder of the area is for the public.

Proposed Design - Design Features - Mr. Zackria said the main lobby functions and plazas are tied together to assure easy flow from the inside and outside, sidelights and interior windows allow a lot of daylight, efficient ingress/egress as well as natural views and expanded space. The goal was to ensure the site is safe for everyone inside the building and on the site.

Proposed Design - Extra Amenities - Mr. Zackria outlined additional enhancements to the project: large entry plaza, special events terrace to expand the banquet area from inside to outside, masonry enclosure, access controls for all doors as well as others. He advised that all the enhancements were built into pricing and design; however, should the City decide not to do so, there is a potential for savings back to the City. For project delivery, he proposed accelerating the demolition of the existing facility and pull an early start permit.

DEPARTMENTAL BUSINESS - CONTINUED

Proposed Design - Proposed Project Schedule - Mr. Zackria advised that based on the accelerated schedule, the project is due for completion within 600 days or 20 months.

COVID-19 Design Considerations - Mr. Zackria advised that the presentation was prepared about two (2) months ago and with various changes among governmental entities, he wanted the City to be aware of their ability to deal with COVID during the design and construction.

COVID-19 Guidance for Construction Workers - Mr. Zackria advised that things are changing quickly, but they will work with the City and implement any strategies for construction and design.

David Santucci, City Manager, said a rigorous bid process was performed, initial review of bid documents, oral presentations, with results provided in the agenda backup.

Commissioner Hudak commented on the City's agreement with Siemens for energy efficiency and asked if this project will be included.

Mr. Santucci replied yes, the green infrastructure will be built into this project.

Vice Mayor Preston asked how much of the existing parking will be lost with this project.

Mr. Zackria replied approximately 4 to 5 spaces located directly in front of the building to create the drop-off and entry plaza.

Commissioner Parness asked how much of the lighting will be solar.

Mr. Zackria replied that there is not any solar lighting, but Siemens was integral in the design package and worked closely with them. If the City is interested in solar, it can be investigated.

Commissioner Parness agreed with investigating solar.

Commissioner Drosky said he would not eliminate the enhancements as some of them appear to be security related, i.e. access controls for the doors, aluminum fencing versus chain link.

Mayor Ganz opened the public hearing.

Sam Ferreri, Principal of PGAL Architects, Boca Raton, said PGAL was one of the competing firms on this project; thereafter, he outlined the process. There was a two-step evaluation with the first step having price being the component; they ranked first as their team was \$304,951 less with an offer of value engineering idea which brought the cost to over \$600,000. He said \$600,000 is a lot and wanted to make the Commission aware. Furthermore, the Pioneer Grove standards were included in the design criteria, but he did not see it included in the presentation. Mr. Ferreri commented on their experience working with the City and current projects in the City.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said when the project first came about, the community was told that they would have some input into the design. She asked when that will take place as this site plan is being presented tonight, but is sure the community will want to add changes to the facility. Lastly, Ms. Clarke-Reed asked what is the maximum allowed in the banquet hall.

Mayor Ganz closed the public hearing.

Mr. Santucci said this design was brought forward to the City from the architect without any comment from the public or City Commission; therefore, public and City Commission input will occur later. Additionally, this project was not a straight bid, but done through a process with weighted criteria, price was weighed the heaviest. Notwithstanding, the rankings did change after the oral presentation and based on comments he received, it was brought to light that some of the bid line items seemed strangely low with the proposal submitted from other bidders. Ultimately, the evaluation committee re-ranked proposers and there was not any formal protest and can provide a debrief if desired.

DEPARTMENTAL BUSINESS - CONTINUED

Mayor Ganz said he looks forward to providing input.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve Item 11, adopted Resolution 2021/081. Roll Call:

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

Nays: 0

12. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," ARTICLE IV "SUPPLEMENTARY REGULATIONS," SECTION 98-81 "TREE PRESERVATION" OF THE CITY'S LAND DEVELOPMENT CODE TO ELIMINATE THE BEAUTIFICATION LANDSCAPE TRUST FUND AND PROVIDE FOR ELIGIBLE EXPENDITURES FROM THE TREE PRESERVATION TRUST FUND; AUTHORIZING TRANSFER OF FUNDS FROM THE BEAUTIFICATION LANDSCAPE TRUST FUND TO THE TREE PRESERVATION TRUST FUND; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

Eric Power, Director of Planning & Development Services, provided a PowerPoint presentation regarding the elimination of the Beautification Trust Fund and move funding to the Landscape Trust Fund. The Beautification Trust Fund was created when the City had a Beautification Authority which considered approval of items related to landscaping; the board dissolved and was replaced with the Community Appearance Board who has different responsibilities. The responsibilities of the Beautification Authority went to the City's Landscape Architect, Harold Hoyte. The fund still exists but no longer receives income, but various programs like Shade Tree and Tree Giveaway are still paid through that fund. Therefore, expanding some of the residential tree programs was recommended; however, the monies contained within that fund are not sustainable and is requesting transfer of those funds. Mr. Power advised that the Landscape Trust Fund does have income sources for myriad uses.

Expanded Shady Tree Program - Mr. Power said the Shady Tree Program is very popular and has struggled lately because the program only allows placement of a tree in the front yard area of a single-family home that owns its land. Staff would like to expand it to homeowner associations, duplexes, triplexes and quadplexes where landscaping is necessary. If approved, there would be two (2) cycles yearly, double the cost and offer 20 to 30 trees per year, depending on the cost. Thereafter, he outlined the increase in the cost of trees from 2008 to 2020. About 10 to 12 years ago the price of an oak tree was about \$150 which was split with the resident, 50/50. Today, that tree costs \$325, but the City has continued to charge the resident \$75. Essentially, staff would like the program to be a 50/50 program and provide for a variety of trees that still meet the landscaping requirements.

Expanded Annual Tree Giveaway - Mr. Power said this year a COVID friendly tree giveaway was held and almost 300 trees were given away; thus, staff would like to double the program and offer later in the year at a different location in the southern or western part. The Arbor Day Tree Program would remain at its current location, but would like to rotate it throughout the City.

Treebate - Mr. Power said Treebate is a new program. The homeowner can purchase a tree from a nursery or home improvement store, e.g. Home Depot, present the receipt to the City and receive a rebate. It would start at the beginning of the fiscal year until funds are depleted; a budget of \$5,000 is proposed for the first year. The tree can be placed in either the front or back yard of the homeowner's property.

Right Tree Right Place - Mr. Power said the City has lower overhead lines in residential areas which pose a conflict with minimum requirements. For example, if a tree is required, but cannot be placed because of power lines, the goal would be incentivizing the owners to give them a tree that could be placed on side or rear yard to meet minimum requirements. This does not occur very often; therefore, only \$2,500 would be

DEPARTMENTAL BUSINESS - CONTINUED

budgeted.

Community Engagement - Mr. Power said the goal is to incentivize communities, maybe those without associations, to beautify their entranceways. The landscape architect would be contacted to apply. Mr. Hoyte would provide landscape design, followed by community engagement to come out and plant trees with staff.

In closing, Mr. Power said the Landscape Trust Fund currently has over \$600,000, but when the City has large scale improvements, they can be hefty. For example, the Hillsboro Boulevard – Complete Streets Phase 1 project cost \$250,000 with Phase 2, upcoming, about the same. It is necessary that these funds be in reserve for upcoming projects. Further, he projected an increase due to the tree programs from \$10,000 to approximately \$30,000.

Commissioner Parness asked whether condo owners will be included; currently, they are excluded, but need trees as well.

Mr. Power replied that associations receive dues from the residents; whereby, a portion is meant to go toward landscaping and maintenance. He said these programs are for single-family homeowners who do not have that opportunity. None of the programs proposed tonight would resolve that issue.

Commissioner Parness commented on the difference between homeowners in a homeowner association and those in a condominium association; whereby, the condo owners do not receive any assistance.

Mr. Power advised that there have been circumstances where the land is not owned, but the building is; if so, those associations are eligible under the Shady Tree Program as they were not previously. He further clarified that when the association makes the homeowner responsible for landscaping, different issues have occurred, but the homeowner would qualify under this program now. Additionally, Mr. Power explained that the proposed ordinance expands the program up to quadplexes because of the ability to budget annually. Nevertheless, after the first of the year, he would be happy to work with Commissioner Parness on any other programs.

Commissioner Drosky said he has advocated for the expansion of the Shady Tree Program and is happy it is being brought forth. Thereafter, he asked about the increase of trees to the resident.

Mr. Power replied that the 50/50 split will not apply during this cycle, but the next fiscal year.

Commissioner Drosky said with the budgeted amount and the cost of trees, he thinks it is equitable as many more people can participate as well as those in associations. Commissioner Drosky spoke in support of the new programs and hopes it will incentivize the residents. Furthermore, he recommended the Public Affairs & Marketing team publicize these programs as everyone needs to be aware.

Mr. Power said staff is looking for trees that are very popular and highly desirable, to include Florida natives that maybe less expensive and wants any resident within a budget to have at least one (1) option.

Mayor Ganz commented on his experience with the past board. He further commended staff for their hard work and the changes. Thereafter, the public hearing was opened; however, there were none to speak and it was closed.

MOTION was made by Commissioner Parness, seconded by Commissioner Drosky, to approve Item 12 on first reading. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS - CONTINUED

13. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 66 "TRAFFIC AND VEHICLES," ARTICLE II "STOPPING, STANDING, PARKING" OF THE CITY CODE OF ORDINANCES TO REVISE CERTAIN PARKING REGULATIONS AND THE PARKING CITATION APPEAL PROCESS, AND FOR CONSISTENCY WITH STATE LAW; AMENDING CITY CODE SECTION 50-133 "METERED AND STICKERED PARKING FOR WATERCRAFT AND WATERCRAFT TRAILERS AT PIONEER PARK" TO REVISE THE FINES FOR UNLAWFUL WATERCRAFT TRAILER PARKING; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

David Santucci, City Manager, advised that this is an update to the parking ordinance; whereas, it is necessary to enact some things allowed by State Statute as it applies to some of the violations that parking enforcement sees but cannot act.

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 Drosky, to approve Item 13 on first reading. 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

City Commission Meetings - David Santucci, City Manager, recommended in-person appearance of the City Commission starting June 1, 2021 in the Chambers; however, Zoom will still be an option for residents and applicants.

There was no objection by the Commission.

Lifting COVID Restrictions - Mr. Santucci said there have been changes with the State; the Governor has lifted and restricted the ability to enact orders. Across the Country, he has noticed that mask mandates have become optional and those who have been vaccinated are not required to wear a mask. Staff is focused on CDC guidelines and what others are doing to assure the City is taking care of the residents, employees and the City.

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

Financial Report Summary - Commissioner Hudak thanked Stephanie Tinsley, Chief Financial Officer, for providing the report as it helps and keeps everyone apprised of the financial status of the City.

Youth Automotive Training Graduation - Commissioner Hudak said the graduation will be held on Thursday, May 20, 2021. He said he is happy to see many trades coming back and is proud of the individuals choosing

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

this career path.

Weekly Report - Commissioner Hudak applauded Fire Rescue for handling 219 medical, 16 fire and 37 accident calls from May 6 thru May 13th. Additionally, BSO Police wrote 1,877 citations from April 1st to May 12th. Drivers are not as cautious as before and thanked them for enforcement as prevention is essential and appreciated.

VICE MAYOR PRESTON**DISTRICT 2**

Juneteenth - Vice Mayor Preston said planning continues for Juneteenth and hopes it will be successful as it has been difficult with the pandemic.

Packer Rattler Registration - Vice Mayor Preston said registration for Packer Rattlers continues and expects many kids to participate.

Business Loss - Vice Mayor Preston commented on the number of businesses that have gone under due to the pandemic and the importance of supporting local businesses.

Grand Opening - Vice Mayor Preston said he and Commissioner Drosky attended the grand opening of Cuban Café Express' and encouraged everyone to patronize the restaurant; 204 S. Powerline Road.

BSO & City Staff - Vice Mayor Preston thanked Tom Good, Assistant City Manager, city staff, Adam Hofstein, Executive Officer, and others, for their assistance in resolving a safety issue on SW 6th Terrace in the 1300 block. He advised that people were constantly racing down the street with their license plates covered, but is happy it was resolved.

Dais Etiquette & Decorum - Vice Mayor Preston commented on remarks regarding a \$200,000 contribution to Mayo Howard Park from FARDA, which were made at the previous City Commission meeting that he felt were inappropriate and made him feel disrespected. Thereafter, he outlined the comments made by specific colleagues without any investigation. He also commented on how Mayo Howard's family felt disrespected by various comments. Vice Mayor Preston said there is often indirect conversation on topics, but he was cut off and feels it was wrong. In closing, he said he is not upset with anyone nor will he hold any grudges.

COMMISSIONER PARNES**DISTRICT 3**

Dais Etiquette & Decorum - Commissioner Parnes apologized for his comments as he found out there is a park in his district, as well as a vacant park that requires a lot of money to move it forward. He commented on the number of recreational fields throughout the City; whereby, District 3 is outnumbered.

District 3 Meeting - Commissioner Parnes said there will be a district meeting held via Zoom on May 24th at 1:00 p.m.

City Commission Zoom Meetings - Commissioner Parnes said he prefers face to face interaction and hopes this is the last virtual meeting.

COVID Vaccines - Commissioner Parnes said the number of cases has reduced, but encouraged everyone to continue wearing masks as he is aware of a person who passed even though vaccinated.

COMMISSIONER DROSKY**DISTRICT 4**

Quiet Waters Park - Commissioner Drosky commented on the conditions of Quiet Waters park as well as its athletic fields.

Virtual Town Hall Meeting - Commissioner Drosky said during the meeting, Broward County School Board member Nora Rupert advised that the County has procured a new vendor for iguana removal and the elementary school is a priority. He asked that the City Manager make sure the commitment is kept.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Hurricane Season - Commissioner Drosky recommended that people start preparing for hurricane season, which starts on June 1st, by tree trimming and removing heavy landscaping before storms approach.

Budget Season - Commissioner Drosky said he is gearing up for budget meetings and has priorities that he would like to see included in the upcoming fiscal year budget, as outlined during his oath of office in March.

MAYOR BILL GANZ

Traffic Citations - Mayor Ganz thanked BSO Police for enforcement; as citations were not only given for speeding, but for people running through stop signs. Approximately 5 to 8 tickets were issued hourly.

Beach Activity - Mayor Ganz said he noticed five (5) dogs on the beach as well as people smoking on the boardwalk which is unacceptable. He has addressed it with the City Manager and asked that it be handled.

Tigner Center - Mayor Ganz said the capital improvement projects were heavily criticized by a group of people, but noticed that it is no longer being criticized. He opined that these individuals have not walked through the center to see the issues; notwithstanding, he is happy that improvements are moving forward. He further opined that previous comments toward the former prospective developer were personal attacks and had nothing to do with the merits of their arguments. There are three (3) capital improvement projects in the City; City Hall, Center for Active Aging and the Tigner Center.

Etiquette & Decorum - Mayor Ganz said he will not minimize Vice Mayor Preston's concerns or feelings, but did not feel that etiquette or decorum was broken in anyway nor did he purposefully disrespect him, but only disagreed. Further, it is his responsibility to keep the meetings on point and although many times conversations can go awry, he did not feel bringing the meeting back to the focal point was done to Vice Mayor Preston more than any other colleague. He felt that the discussion could have been held another time. As for the family, he said any park in the City deserves to be treated with respect regardless of whose name is on it. Thereafter, he outlined reasons why all the funding should not go into Mayo Howard Park due to the limited space and how funds can be used throughout the area, i.e. lighting along the sidewalk.

Continuing, Mayor Ganz listed various projects within District 2 as no district is being left behind and will not listen to people say District 2 is being treated poorly when compared to other districts. He continued to address issues that arose from the discussion and said the city is one city and that should be focused on as opposed to bringing up past issues that they are trying to correct.

There was a lengthy discussion between Mayor Ganz and Vice Mayor Preston regarding District 2, parks and park funding.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to adjourn the meeting at 10:06 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

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
May 12, 2021**

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

Roll call showed:

Present: Harry Belton, Chair
 Jack Hugentugler
 Mark Damiano, Alternate

Also Present: Anthony Soroka, City Attorney
 Stephen Graham, Assistant Director of Planning and Development Services
 Tracy Britten, Administrative Support Specialist

Absent: Terrance Glunt, Vice Chair
 Jerry Dubois
 Patrick Morris

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Hugentugler made a motion, seconded by Mr. Damiano to approve the April 28, 2021 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW ITEMS

**#7000 Gloss RX
 29 SE 10 Street
 Building Paint Change**

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

The applicant discussed the proposed color choices for the building on the south and east elevation are Tricorn Black and Pure White. The bay doors and walls will be Tricorn Black; the roof will be white.

The Board recommended the Tricorn Black as an accent, but prefer the large areas of the Tricorn Black be changed to a lighter color, such as a dark grey. The Board would like to see how signs

and paint relate to one another. The west elevation should be painted to match the building color.

Mr. Graham clarified that the reduction of the amount of Tricorn Black would be on the east elevation, north of the door.

The Board agreed, but also recommended that the Tricorn Black be reduced in the front of the building.

Mr. Hugentugler made a motion, seconded by Mr. Damiano to defer Item #7000. The motion CARRIED by unanimous vote.

**#6999 A Alligator Septic & Drain
1811 SW 42nd Way
Major Site Plan Application**

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

Discussion ensued amongst the board and the applicant regarding the scope of work for the project which includes a new one-story industrial warehouse and administrative offices structure. Mr. Carbonell said the property will be used for truck washing and parking eight (8) septic tank pumping trucks which are currently parked at the existing facility.

The applicant explained that the rolled-up garage door, metal exterior doors and overhang metal roof will be Dark Metallic Grey, the block building on the southside of the elevation will have a sand finish stucco be painted Pure White. The storefront windows and door system will consist of tinted glass and Dark Metallic Grey frames. The waste will be dumped at the Broward County Waste Disposal.

According to the application, the proposed truck garage/warehouse can accommodate a total of twelve (12) trucks for expected business growth.

Mr. Damiano made a motion, seconded by Mr. Hugentugler to approve Item #6999 as submitted. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

None.

ADJOURNMENT

Chair Belton adjourned the meeting at 7:27 p.m.

Harry Belton, Chair
Community Appearance Board

Education Advisory Board (EAB)

Meeting Minutes

Wednesday, March 7th, 2021

7:00 pm

Hillsboro Community Center

Call to Order and Roll Call

Chair Mendes called the meeting to order at 7:00 pm. Ms. Nicholas did roll call.

Members Present: Dr. Joseph Mendes, At Large
Mr. Michael Lubin, District 1
Ms. Karen Shelly, District 3

Absent: Vice Chair Clarke-Reed, District 2
Ms. Camille Morse, District 4

City Staff Present: Jonathan Salas, City of Deerfield Beach
Aneisha Nicholas, City of Deerfield Beach
Elen Gantner, City Attorney's Office

Approval of Minutes

MOTION made by Mr. Lubin and seconded by Ms. Shelly to approve the February 3, 2021 meeting minutes. The motion CARRIED unanimously.

Board Discussion

a. Mission Statement

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MOTION made by Ms. Shelly and seconded by Mr. Lubin to defer EAB Mission Statement discussion to the April 7, 2021 meeting.

Chair Mendes agreed to drafting the mission statement and advised the Board to come prepared to review and edit the draft at the next meeting.

b. Term Limits

Attorney Gantner reminded the Board that the term limits discussion is specific to Chair & Vice Chair. The Board engaged in discussion.

MOTION made by Mr. Lubin and seconded by Ms. Shelly to exclude term limits for EAB Chair & Vice Chair in the EAB enabling legislation. The MOTION carried unanimously.

c. Academic Scholarship Application / d. Solicitation for Funding Academic Scholarship

Chair Mendes led the discussion. Mr. Lubin reported that the Rotary organization is willing to donate \$1,750 to fund the EAB proposed academic scholarship and would like to be recognized for the donation. Chair Mendes thanked Mr. Lubin for his efforts on behalf of the EAB.

Attorney Gantner explained that while the Board can explore funding opportunities for the scholarship, the Board cannot formally organize and facilitate the scholarship program, to include accepting donations, until City Commission authorizes the scholarship provision in the EAB enabling legislation, which is tentatively scheduled to go before Commission in April 2021. Mr. Salas shared that upon approval of the provision, the Board may be able to implement the scholarship program in the current school year (2020/2021).

The Board reviewed and edited the proposed Academic Scholarship application. Refer to amended application attached. The tentative deadline for the proposed scholarship application is June 1, 2021.

Motion made by Ms. Shelly and seconded by Mr. Lubin to approve the application as amended. The motion CARRIED unanimously.

Staff Updates

Mr. Salas provided the following updates to the Board:

- The City's next drive-thru food distribution, in partnership with Feeding South Florida, is scheduled for March 19, 2021 at Quiet Waters Park.
- The City is still actively accepting applications for the Rental & Utility Assistance Program to assist residents who are experiencing hardship due to the ongoing pandemic.
- Congressman Ted Deutch's office shared that eligible Deerfield Beach students can submit applications for the following programs: Congressional Youth Cabinet and Annual Art Competition.
- The Florida Local Government Information Systems Association is accepting scholarship applications from high school seniors and undergraduate students. The application deadline is April 9, 2021.

Board Updates

Mr. Lubin inquired on how the EAB can help students who are struggling academically due to the pandemic. Chair Mendes suggested tutoring. Ms. Shelly asked if the board can consider supporting existing groups/organizations that already offer tutoring. Mr. Salas advised that City staff tutors students in Deerfield Beach schools via the TutorMate program. Mr. Lubin suggested engaging senior citizens to assist students. The Board agreed to research opportunities for further discussion at the EAB meeting in April.

Mr. Lubin suggested allowing EAB members, who cannot attend the meeting physically, to participate electronically. Attorney Gantner advised that hybrid meetings can occur; however, there must be an in-person quorum.

Comments from the Public

Chair Mendes opened the floor to public comments. No guests were present.

Adjournment

MOTION made by Mr. Lubin and seconded by Ms. Shelly to adjourn the meeting at 7:39 p.m. The motion CARRIED unanimously

Minutes approved _____ Date _____

Education Advisory Board (EAB)

Meeting Minutes

Wednesday, April 7, 2021

7:00 pm

Hillsboro Community Center

Call to Order and Roll Call

Chair Mendes called the meeting to order at 7:00 pm.

Members Present: Dr. Joseph Mendes, At Large
Mr. Michael Lubin, District 1
Ms. Karen Shelly, District 3
Vice Chair Clarke-Reed, District 2 (By Phone)

Absent: Ms. Camille Morse, District 4

Also Present: Jonathan Salas, City of Deerfield Beach
Carolyn Marshall, City of Deerfield Beach
Aneisha Nicholas, City of Deerfield Beach
Elen Gantner, City Attorney's Office

Approval of Minutes

MOTION was made by Vice Chair Clark-Reed seconded by Ms. Shelly to approve March 7th, 2021 meeting minutes. The motion CARRIED unanimously.

Introduction of New Board City Liaison – Carolyn Marshall, Administrative Support Specialist, Legislative & Community Affairs Department

Carolyn Marshall has been employed with City of Deerfield Beach for a total of 17 years. Carolyn looks forward to working with Aneisha, Jonathan and the entire Board.

The Board welcomed Carolyn to EAB.

Board Discussion

A. Mayor List Awards Name Change

Chair Mendes: On the Agenda the first item is for a name change to the Mayors List. Did Commission request the name change?

City Attorney Gantner: For clarification the request for the award did not come from the Mayor; therefore, it is important to remove the Mayor's name. The request is from the entire Commission. We decided to change name to the Elementary and Middle School Academic Achievement Award.

Chair Mendes: Since, the request is from entire Commission and not just from the Mayor it makes sense to change name. Now, we have the Deerfield Beach Elementary & Middle School Academic Achievement Award.

Vice Chair: We started out with the Student Scholar Athlete Award, now instead of the Student Scholar Athlete Award of the Month we have the Bryce Gowdy Student Athlete Award.

Chair Mendes: Vice Chair that is the first award the board started with. The award name was just changed from the Student Scholar Athlete Award to the Bryce Gowdy Student Athlete Award. We also, now have a High School Scholarship Award and we had the Mayor's List, which the name is being changed. The Mayor's List was what the board titled the award for the Elementary and Middle School students. The Principals basically gives the Board names and we then recommend the students to Commission. Are we fine with calling the award the Deerfield Beach Elementary, Middle School Academic Achievement Award?

For a point of clarification was the name change by staff or the Commission?

City Attorney Gantner: The name change was made by staff. We thought it was not fitting to present a Mayor List Award with the award not being requested by the Mayor. Also, the Amendment passed first reading last night, therefore, if there are any changes that are needed, now is the time to make changes.

Chair Mendes: I assume everyone had a chance to review the ordinance. The latest updates are on pages 2 and 3. I would like to open the floor for discussion amongst the Board do we want further changes, or we would like it as it is written?

Vice Chair Clarke-Reed: At last night City Commission Meeting a resident had a question about section 2 of the ordinance. The resident question never got answered during the Commission Meeting. Can we confirm if she received a response? Her question was under administration section of the ordinance.

Mr. Salas: No, the City had not received any call from a resident. I will review minutes and follow-up with resident and board.

Chair Mendes: Do you know her question Vice Chair Clarke-Reed.

Vice Chair Clarke-Reed: No, we don't know her question, because she did not get an opportunity to ask the question.

Chair Mendes: Any changes or suggestion to the ordinance?

Mr. Lubin: Fine as written

Chair Mendes: Is there a MOTION on the floor to approve this draft of the ordinance.

City Attorney Gantner: No MOTION is needed.

Chair Mendes: Name of the award, do we like the Elementary and Middle School Academic Achievement Award. I would recommend that this is not the name for both awards. I think we should have two separate applications. The Deerfield Beach Elementary Academic Achievement Award and the Deerfield Beach Middle School Academic Achievement Award.

MOTION was made by Mr. Lubin seconded by Ms. Shelly to approve the split of the applications, to the Deerfield Beach Elementary Achievement Award and the Deerfield Beach Middle School Academic Achievement Award.

The motion CARRIED unanimously. The board is going to split awards into the Deerfield Beach Elementary School Academic Achievement Award and the Deerfield Beach Middle School Academic Achievement Award.

B. High School Academic Scholarship Award

Chair Mendes: Mr Lubin thanks for securing funding for the award. Thanks to the Rotary Club as well. Is the board okay with this application as written? Do we have a MOTION to approve this award?

MOTION was made by Ms. Shelly seconded by Vice Chair Clarke-Reed to approve High School Academic Scholarship Award. The motion CARRIED unanimously.

D. IB Student Testing at Deerfield Beach High School.

Chair Mendes: IB Students Testing at Deerfield Beach High School

Mr. Salas: Vice Chair Clarke-Reed reached-out to me to discuss IB testing at the High School. I contacted IB Students from Deerfield Beach High School to have them attend tonight's meeting to discuss the students concerns about cancelling testing this school year. I had a student confirmed to attend the meeting; however, the student canceled this morning. Vice Chair Clarke-Reed do you care to discuss further.

Chair Mendes: I thought there was no IB testing this year.

Vice Chair Clark-Reed: I talked to Mr. Salas about this matter, I have since talked to School Board Member Nora Rupert and she confirmed that testing of IB Students will take place in Broward County. Nora was under the impression that Broward County would follow Palm Beach County and not test students. Mr. Salas I will email you my correspondence with Nora, so that you can send it out to the Board Members from Mr. Runcie. Testing will take place.

Chair Mendes: I was under the assumption that Palm Beach County Schools and Broward County was under the same guidelines

Vice Chair Clarke-Reed: Broward County will follow policies that's in place. So, we'll wait to receive that information and do what we can. Each County has their own testing policies.

Chair Mendes: We will wait on that information from Jonathan and do what we can.

E. EAB Ordinance Amendment/Mission Statement

Chair Mendes: Did anyone have an opportunity to review the Mission Statement? I submitted a Mission Statement previously. I'm not married to what I provided. I think a Mission Statement should be 1 sentence, maybe 2. This is just something I came-up with.

Vice Chair Clarke-Reed: I do not have a copy of the Mission Statement.

Chair Mendes: Read Mission Statement out loud "Education Advisory Board's mission is to foster educational opportunities for students in Deerfield Beach, ensuring that each student has the ability, opportunity and support to pursue their dreams and to live a life of purpose and fulfillment." Does anyone care to comment? I am open to any adjustments we can sit on it, table it, or discuss.

Ms. Shelly: I do not know if we should have the word "ensure," I do not know if the Board can "ensure" students.

Chair Mendes: Discussing word smiting of Mission Statement. I suggest that we change the word "ensure" to "so that."

I look favorable for a MOTION to approve the Mission Statement with the word changes we just discussed.

MOTION was made by Mr. Lubin seconded by Vice Chair Clarke-Reed to approve the Mission Statement with the change discussed moving the word "ensuring" and adding "so that." The motion CARRIED unanimously.

F. Tutoring Initiative

Chair Mendes: Can someone update me where are we with the tutoring initiative?

Mr. Salas: Mr. Lubin suggested the Board should explore taking on a tutoring initiative. I mentioned to the Board, currently we are not participating in our traditional Reading Pal Program, because volunteers are not allowed into the schools. Reading Pals would be a great tutoring opportunity for the EAB. Also, when things get back to normal the EAB can volunteer with JA Biz Town that would be a great opportunity for the EAB to tutor. JA Biz Town is for all 5th and 8th graders in the City. The last discussion was the EAB exploring under opportunities.

Vice Chair Clarke-Reed: What programs is the City engaging in?

Mr. Salas: The City is not participating in Reading Pals, because volunteers are not allowed on campuses. The City is participating in Tutor Mate this platform is designed to tutor virtually.

Chair Mendes: An idea of mind is to offer assistance for the high school students offering help with personal essay for college admittance. I would be willing to volunteer to review essays and provide feedback.

Mr. Lubin: I think that is a great idea maybe for next year. I think we should look at an internship/mentoring program for 8th graders. Maybe, have them shadowing City Staff or a paid job training maybe through a grant. I think 8th grade is important, because when the kids get to high school it a new world. I think it would be great to keep them off the street. I think 8th grade is important. I would be willing to reach-out to the Chambers, Non-Profits, and Schools to see if this program would be possible.

Chair Mendes: Do we have a MOTION to authorize Mr. Lubin speak with the Chambers, Schools and Non-profits about the program for 8th graders?

Vice Chair Clarke-Reed: What timeframe are we looking at for this program? Is it after school or during the summer?

Mr. Lubin: This program would operate during the summer months.

MOTION was made by Ms. Shelly seconded by Mr. Lubin to authorize Mr. Lubin to speak on the EAB behalf to discuss an 8th grade summer program with the Schools, Chambers and Non-Profits. The motion CARRIED unanimously.

Staff Updates

Mr. Salas provided the following updates to the Board:

- The City's next drive-thru food distribution, in partnership with Feeding South Florida, is scheduled for Friday, April 16th at Quiet Water Park from 9:30am to 11:30am.
- The City is still actively accepting applications for the Rental & Utility Assistance Program to assist residents who are experiencing hardship due to the ongoing pandemic.
- The City received a flyer from Children Service Council and Broward Behavioral Health Coalition for scholarships opportunities for residents interested in becoming certified community health workers. Flyers were emailed to board prior to meeting.

Board Updates

There were no board updates.

Comments from the Public

Chair Mendes: opened the floor to public comments.

Mrs. Denise Bogna, 1157 Southwest 26th Avenue, I did attend the Commission Meeting yesterday in person. When Commission discussed the EAB; I stood up and spoke about the problem of lack of scholarship funds available to seniors this year. The Woman's Club, we've not made any money we've not been able to do anything, so we will not be able to do scholarships this year. I expressed to the Mayor, I'm sure there's some money somewhere in the City, that could be put towards scholarships. The Mayor instructed the City Manager to determine if any assistance can be provided. Well I don't know if this would

happen, I don't know but at least I had an opportunity to speak to the Commission last night, so let's keep our fingers crossed.

Chair Mendes: That's good news, we already have funding from, from the Rotary Club. They came up with the money right away. Again, kudos to the Rotary Club. Any other public comments.

Public: Yes

Chair Mendes: Please state your name and address for the record.

Ms. Janice Muenzenmaier, 1089 SW 25th Avenue, Deerfield Beach, I like the idea that Chair Mendes in proposing about the college essay is great. As someone who's been apart of Kiwanis for a long time scholarships essay are great, but the board might want to think about devising a program maybe for 11th graders to get them ready to think about college essays; especially the students who are not over achievers. The IB students know how to fill it out an application and I know some of them, are taking classes for scholarship application assistance. The kids that do not have the high GPA's are the ones, who would really benefit from such a program. Just put it in your thought as you think about your program.

Chair Mendes: Good point. Yes, I think that's, a good way to move forward eventually not now, because it is late in the game for essays this year.

Chair Mendes: Is there a college guidance department at any of the high schools like Monarch or Deerfield Beach High School. Does every student have meetings with their college guidance Counselor?

Mr. Lubin, I don't know how that works, but I can find out.

Any other public comments.

Chair Mendes: At this point, public comments are closed. And if there's nothing else. The chair would look favorably on a motion to adjourn.

Adjournment

MOTION made by Mr. Lubin and seconded by Ms. Shelly to adjourn the meeting at 7:38 p.m. The motion CARRIED unanimously

Minutes approved _____ Date _____



City Commission Meeting - June 15, 2021

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, June 15, 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 June 15, 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 June 15, 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 June 15, 2021.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/84937945332?pwd=WUUzdGQ2blZZTDRIbG94SWtVbzIzZz09>
 - 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: 849 3794 5332#, Participant ID: #, Passcode: 937349#

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 June 15, 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. 2021-740

Agenda Date: 6/15/2021

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2021-080: APPLICATION NO. 20-RM25-108 & Case No. 2553 (Project Name: D&S Funding) D&S Funding, LLC represented by Deena Gray, Esq. of Greenspoon Marder, LLP

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 4/5 vote of the City Commission

Background/History

The applicant, D&S Funding LLC, is seeking major site plan approval to redevelop the existing 11,250 square foot single-family lot to a two (2) story, four (4) unit multi-family residential building. The total floor area of the proposed building is 8,050 square feet, with each unit containing two (2) bedrooms and a two (2)-car garage on the ground floor. The property is located in the RM-25 (Residence, Multi-Family) zoning district. It is located on the barrier island within CRA boundaries and includes design elements of the Coastal Community Architectural District.

The proposed development was heard before the City Commission as Major Site Plan Application No. 18-RM25-104 and Variance Case No. 2501 on June 18, 2019. The applications were denied pursuant to Resolution No. 2019/077. Although the scope of work in the new application has not changed, the applicant is requesting to present the item to City Commission again.

In addition to the major site plan application, the applicant is also requesting approval of Variance Case No. 2553 from Section 98-61 Schedule of Dimensional Regulations of the Land Development Code for the: 1) east side setback, providing ten (10) feet in lieu of the twelve and a half (12.5) feet required by Code, and 2) minimum lot width, providing seventy-five (75) feet in lieu of one hundred (100) feet required by Code. It is important to note that although the lot does not meet the minimum lot width requirement as set forth by Section 98-61, it has existed in this configuration since the original home was constructed. The variance request for the minimum lot width is not a condition created by the applicant, whereas the request for the reduction in the side yard setback is a condition created by the design of the site plan. With the exception of the east side setback and minimum lot width, the proposed building and site comply with all other zoning requirements for the district.

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

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

Since there were no modifications to the proposed site layout from the previous application, the current application was not required to be heard by the Community Appearance Board or Planning and Zoning Board.

On May 22, 2019, the Community Appearance Board reviewed and approved the proposed development as submitted.

On June 6, 2019, the Planning and Zoning Board voted to recommend approval of the development.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN FROM D&S FUNDING, LLC, TO DEMOLISH AN EXISTING ONE STORY RESIDENTIAL STRUCTURE AND CONSTRUCT A TWO STORY, FOUR-UNIT MULTIFAMILY RESIDENTIAL BUILDING WITH TWO-CAR GARAGES ON THE PROPERTY LOCATED AT 1941 NE 1ST STREET (APPLICATION NO. 18-RM25-108); APPROVING TWO VARIANCES FOR THE PROPOSED DEVELOPMENT TO PERMIT AN EAST SIDE SETBACK OF TEN FEET IN LIEU OF THE MINIMUM 12.5 FEET REQUIRED BY THE CITY'S LAND DEVELOPMENT CODE AND TO PERMIT A MINIMUM LOT WIDTH OF 75 FEET IN LIEU OF THE MINIMUM 100 FEET REQUIRED BY CODE (CASE NO. 2553); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 18-RM25-108 (the "Site Plan Application") has been submitted to the City by D&S Funding, LLC (the "Applicant") seeking site plan approval to demolish an existing one story residential structure and to construct a two story, four-unit multifamily residential building with two-car garages on the property located at 1941 N.E. 1st Street, Deerfield Beach (the "Development"); and

WHEREAS, the Development site is an approximately 11,250 square foot lot located in the RM25 Multi-Family Residential Zoning District and described as DEERFIELD BEACH 4-4 B LOT 15 E25, 16 BLK 1, as more particularly described in the file, and located at 1941 N.E. 1st Street, Deerfield Beach, Florida (the "Property"); and

WHEREAS, the Applicant has also submitted an application seeking approval of two variances for the Development to permit: (i) an east side setback of ten feet in lieu of the minimum 12 feet 6 inches required by Section 98-61 of the City's Land Development Code,, and (ii) a minimum lot with of 75 feet in lieu of the minimum 100 feet required by the City's Land Development Code (the "Variance Application"); and

WHEREAS, the Site Plan Application and Variance Application were previously reviewed by City staff, and on May 22, 2019, the Community Appearance Board approved the Site Plan Application; and

WHEREAS, the Planning and Zoning Board voted to recommend approval of the Site Plan Application on June 6, 2019; and

WHEREAS, the City Commission has reviewed and received testimony on the Variance Application and determined that a hardship as well as the other requisites to a variance have been demonstrated by the Applicant as required by Section 98-116(f)(2) of the Land Development Code of the City of Deerfield Beach; and

WHEREAS, based upon the evidence in the record and presented at the hearing before the City Commission, the City Commission finds that, with the exception of the east side setback and minimum lot width for which the Applicant has requested variances, all applicable Land Development Code requirements have been met, the Site Plan Application is consistent with the City's Comprehensive Plan and approval of the Site Plan Application is in the best interests of the City.

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

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

Section 2. The Variance Application for two variances from Section 98-61 of the City's Land Development Code to permit (i) an east side setback of ten feet on the Property in lieu of the minimum 12 feet 6 inches permitted by City Code, and (ii) a minimum lot width of 75 feet in lieu of the minimum 100 feet required by the City's Land Development Code is hereby approved.

Section 3. The Site Plan Application is hereby approved, subject to all requirements set forth in the DRC report, as amended, dated May 12, 2021, which shall be deemed conditions of this approval and shall be satisfied.

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN FROM D&S FUNDING, LLC, TO DEMOLISH AN EXISTING ONE STORY RESIDENTIAL STRUCTURE AND CONSTRUCT A TWO STORY, FOUR-UNIT MULTIFAMILY RESIDENTIAL BUILDING WITH TWO-CAR GARAGES ON THE PROPERTY LOCATED AT 1941 N.E. 1ST STREET (APPLICATION NO. 18-RM25-108); DENYING TWO VARIANCES FOR THE PROPOSED DEVELOPMENT TO PERMIT AN EAST SIDE SETBACK OF TEN FEET IN LIEU OF THE MINIMUM 12.5 FEET REQUIRED BY THE CITY'S LAND DEVELOPMENT CODE AND TO PERMIT A MINIMUM LOT WIDTH OF 75 FEET IN LIEU OF THE MINIMUM 100 FEET REQUIRED BY CODE (CASE NO. 2553); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 18-RM25-108 (the "Site Plan Application") has been submitted to the City by D&S Funding, LLC (the "Applicant") seeking site plan approval to demolish an existing one story residential structure and to construct a two story, four-unit multifamily residential building with two-car garages on the property located at 1941 N.E. 1st Street, Deerfield Beach (the "Development"); and

WHEREAS, the Development site is an approximately 11,250 square foot lot located in the RM25 Multi-Family Residential Zoning District and described as DEERFIELD BEACH 4-4 B LOT 15 E25, 16 BLK 1, as more particularly described in the file, and located at 1941 N.E. 1st Street, Deerfield Beach, Florida (the "Property"); and

WHEREAS, the Applicant has also submitted an application seeking approval of two variances for the Development (Case No. 2553) to permit: (i) an east side setback of ten feet in lieu of the minimum 12 feet 6 inches required by Section 98-61 of the City's Land Development Code, and (ii) a minimum lot width of 75 feet in lieu of the minimum 100 feet required by the City's Land Development Code (the "Variance Application"); and

WHEREAS, the City Commission has reviewed and received testimony on the Site Plan Application and Variance Application; and

WHEREAS, after reviewing the Variance Application and the testimony submitted, the City Commission has determined that the Applicant has not satisfied the requirements as set forth in Section 98-116(f)(2) of the City's Land Development Code for a variance; and

WHEREAS, the City Commission finds that the Site Plan Application for the Property without the Variances fails to satisfy the requirements of Section 98-61 of the City of Deerfield Beach Land Development Code.

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

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

Section 2. The City Commission finds that Case No. 2553 fails to satisfy the requirements for a variance as set forth in Section 98-116(f)(2) of the City’s Land Development Code. Therefore, the Variance Application is hereby denied.

Section 3. The Site Plan Application is hereby denied based upon the failure to meet the requirements of Section 98-61 of the City of Deerfield Beach Land Development Code.

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



PUBLIC HEARING NOTICE

June 4, 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:

Applicant: P.H. 2021-080: APPLICATION NO. 20-RM25-108 & Case No. 2553 (Project Name: D&S Funding) D&S Funding, LLC represented by Deena Gray, Esq. of Greenspoon Marder, LLP

Proposal: Major site plan application seeking approval for a two (2) story, four (4) unit multi-family residential building; AND seeking approval of two (2) Variances (Case No. 2553) from Sec. 98-61 of the Deerfield Beach Land Development Code to allow: 1) a ten (10) foot east side yard setback, in lieu of the twelve and half (12.5) feet required by Code; AND 2) a minimum lot width of seventy-five (75) feet, in lieu of the one hundred (100) feet required by Code.

Location: The property is generally described as a parcel of land in DEERFIELD BEACH 4-4 B LOT 15 E25, 16 BLK 1, more particularly described in the file, and located at **1941 NE 1st Street.**

A public hearing will be held on **TUESDAY, JUNE 15, 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



Public Hearing Notice Map

Major Site Plan Application No. 20-RM25-108

Variance Case No. 2553

1941 NE 1st St.

For additional information

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

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Development Review Committee Summary Report Development Plan Application Review

General Information

Application No.	20-RM25-108
Project Name:	D&S Funding, LLC
Applicant:	Lance Sherman
Agent:	Deena Gray, Esq. of Greenspoon Marder, LLP
Requested Action/Description:	Major site plan application seeking approval for a two (2) story, four (4) unit multi-family residential building.
Location:	1941 NE 1 st Street
Legal Description:	DEERFIELD BEACH 4-4 B LOT 15 E25, 16 BLK 1, more particularly described in the file.
Size:	11,250 Square Feet (0.26 Acre)
Existing Zoning:	RM-25 (Residence, Multi-family)
Existing Land Use:	Single-Family Residence
Future Land Use Plan Designation:	Residential High (25 DU/AC)
Surrounding Land Use and Zoning:	

Existing Land Use

North: Single-Family / Residential High
East: Single-Family Residence
South: Residential High
West: Single-Family Residence

Zoning

RM-25 (Residence, Multi-Family)
RM-25 (Residence, Multi-Family)
RM-25 (Residence, Multi-Family)
RM-25 (Residence, Multi-Family)

Applicable Regulations:	City of Deerfield Beach Land Development Code
Plat Restrictions:	N/A

Department Comments & Requirements

REQUEST:

The applicant, D&S Funding LLC, is seeking major site plan approval to redevelop the existing 11,250 square foot single-family lot to a two (2) story, four (4) unit multi-family residential building. The total floor area of the proposed building is 8,050 square feet, with each unit containing two (2) bedrooms and a two (2)-car garage on the ground floor. The property is located in the RM-25 (Residence, Multi-Family) zoning district. It is located on the barrier island within CRA boundaries and includes design elements of the Coastal Community Architectural District.

BACKGROUND:

The proposed development was heard before the City Commission as Major Site Plan Application No. 18-RM25-104 and Variance Case No. 2501 on June 18, 2019. The applications were denied pursuant to Resolution No. 2019/077. Although the scope of work in the new application has not changed, the applicant is requesting to present the item to City Commission again.

In addition to the major site plan application, the applicant is also requesting approval of Variance Case No. 2553 from *Section 98-61 Schedule of Dimensional Regulations* of the Land Development Code for the: 1) east side setback, providing ten (10) feet in lieu of the twelve and a half (12.5) feet required by Code, and 2) minimum lot width, providing seventy-five (75) feet in lieu of one hundred (100) feet required by Code. It is important to note that although the lot does not meet the minimum lot width requirement as set forth by Section 98-61, it has existed in this configuration since the original home was constructed. The variance request for the minimum lot width is not a condition created by the applicant, whereas the request for the reduction in the side yard setback is a condition created by the design of the site plan. With the exception of the east side setback and minimum lot width, the proposed building and site comply with all other zoning requirements for the district.

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

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

Since there were no modifications to the proposed site layout from the previous application, the current application was not required to be heard by the Community Appearance Board or Planning and Zoning Board.

On May 22, 2019, the Community Appearance Board reviewed and approved the proposed development as submitted.

On June 6, 2019, the Planning and Zoning Board voted to recommend approval of the development.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

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

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan: Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the property as Residential High (25 DU/AC). Based on the size of the subject property, the proposed number of dwelling units (four units) is compliant with the required density. The proposed multi-family residential use is in compliance with the Deerfield Beach Comprehensive Plan FLU element.
2. Land Development Requirements: Pursuant to the City of Deerfield Beach official zoning map, the subject property is located within the RM-25 (Residence, Multi-Family) zoning district. The proposed multi-family residential use is permitted within the RM-25 zoning district. The applicant has submitted a request to the City Commission for (2) variances regarding the eastern building setback and the minimum lot width.
3. Findings of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning: Per Section 98-17 (15), there must be a finding of compatibility as defined in the Land Development Regulations, between adjacent and neighboring uses (500 feet) and the proposed development. By definition, compatibility is to be measured based on the following compatibility characteristics of the proposed development in relationship to the immediate surrounding area:

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

The proposed use is permitted in the RM-25 zoning district. The adjacent uses, structures and activities surrounding the parcel include a mix of single-family and multi-family residential uses.

The applicant is requesting approval of Variance Case No. 2553 from Section 98-61 Schedule of Dimensional Regulations of the Land Development Code for the: 1) east side setback, providing ten (10) feet in lieu of the twelve and a half (12.5) feet required by Code, and 2) minimum lot width, providing seventy-five (75) feet in lieu of one hundred (100) feet required by Code. The variance request for the minimum lot width is not a condition created by the applicant, whereas the request for the reduction in the side yard setback is a condition created by the design of the site plan.

With the exception of the east side setback and minimum lot width, the proposed building and site comply with all other zoning requirements for the district.

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

The development includes construction of a four (4) unit, two (2)-story multi-family residential building. The structure measures roughly 106 feet in length, 37 feet in width, and 25 feet in height (average height of roof). The structure complies with the RM-25

dimensional requirements for height and lot coverage. The proposed floor area ratio is 0.60, where the maximum allowed is 0.8.

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

A single point of ingress and egress provides access from Northeast 1st Street at the south end of the property. Parking is located on the ground floor of each residential unit in a private two (2)-car garage. A total of eight (8) parking spaces are required per Code and eight (8) are provided. The proposed parking layout demonstrates safe and adequate areas for vehicle turnaround.

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

The level of intensity for the proposed use will be slightly higher than the existing single-family home on the subject property, however it will be consistent with comparable uses in the neighborhood. A traffic analysis was not required as a part of the application submittal since daily trip generation would not exceed 500 trips per day.

No outdoor amenities are proposed on the site plan. Hours of operation, noise levels and outdoor lighting for future development are considered to be compatible with the surrounding area.

(e) Alteration of light and air;

The proposed development is not anticipated to impact light and airflow. The height of the structure is within proposed Code limits.

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

Other than the requested variances, the proposal is in compliance with setback and buffer requirements. The perimeter landscape buffers proposed around the site, either meet or exceed code requirements. A large storm water retention system is proposed along the northern property boundary.

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

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

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

The site plan application does not demonstrate any outdoor activities on the property that would interfere with nearby residences. There are no outdoor activities proposed that will pose a significant risk to the safety and security of children.

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

There are no uses proposed that would pose a risk to single-family residences within 500 feet of the subject property. A sidewalk is proposed for safe and adequate pedestrian access.

SUMMARY:

Staff's review of application 20-RM25-108 has found that the proposed project, subject to City Commission approval of the variance requests, is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan and the Land Development Code.

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

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	D&S Funding, LLC	Application No.:	20-RM25-108
Reviewer Name:	Jenna Lane	Project Address:	1941 NE 1st Street
Department/Division:	Planning & Zoning		
Position:	Planner		
Date of Review:	5-11-21		
Submittal No.:	3		

A. APPLICATION / GENERAL COMMENTS:

1.	Per the requirements of Chapter 98-17.1 the applicant is required to pay impact fees for Public Safety and Parks. Payment of these fees are due at the time of Building permit submittal. Please note that if the project changes in size or intensity, the below calculations may also change. An impact fee calculation sheet will be given to the applicant when the project is complete. 1. Fire Rescue \$ 580.60 2. Police \$ 256.84 3. Parks \$ <u>4,120.00</u>
1.a.	Comment acknowledged.
2.	A project narrative was not provided. Per Section 98-13(b)(2) Provide a written project narrative, explaining at a minimum, project description, and other relevant information as pertinent to the proposed scope of work.
2.a.	Comment addressed.
3.	All resubmittals shall be provided with a written narrative responding to all comments.
3.a.	Comment acknowledged.
4.	Prior to resubmittal, contact Jenna Lane, Planner and Veronica Rodriguez at jlane@deerfield-beach.com and vrodriguez@deerfield-beach.com to schedule a Development Review Committee meeting.
4.a.	Comment acknowledged.
5.	Per Section 98-13(b)(5), provide disclosure affidavit for Deena Gray, Esq.
5.a.	Comment partially addressed. A copy of the disclosure affidavit was provided; however, the original document is required. Submit the disclosure affidavit with original signatures.
5.b.	Comment addressed.
6.	This property is subject to Broward County transportation concurrency approval, based on the level of development intensity shown on the plat for this site. At this time, the applicant is advised to verify with Broward County whether an amendment to the restrictive note on the plat is required. Plat note amendments also require City approval pursuant to subsection 98-17 of the Land Development Code. The issuance of building permits may be delayed until such requirements are satisfied.

Development Plan Application Comments

	Please provide a Plat Determination letter from the County to confirm whether amendments to the plat/plat note restriction are required.
6.a.	Comment addressed. Amendments are not required.
7.	Per Section 98-13(b)(7), provide a receipt from the district showing that a Public School Impact Application (PSIA) has been accepted for the application./ As of February 1, 2008, the Public School Impact Application (PSIA) must be submitted to the School Board of Broward County for developments that are required to submit to the School District. Evidence of submittal of the PSIA is required prior to submittal of a development application with a residential component to the City. Be advised that the Broward County School District will not accept any development application that does not include the attached form and the appropriate application fee. The form is available at http://www.broward.k12.fl.us/propertymgmt/#GrowthMgmt . If you have any questions, contact Chris Akagbosu at 754-321-8352. A copy of the school capacity availability determination (SCAD) letter from the School Board of Broward County must be submitted to the Planning and Development Services Department prior to City Commission approval of a site plan for a residential development.
7.a.	Comment addressed.
8.	You are required to contact Broward County's Environmental Protection and Growth Management Department, Development and Environmental Regulation Division (954-357-6666) concerning their transit-oriented concurrency process. Provide documentation that this has been completed and that any payments have been made as appropriate.
8.a.	Comment acknowledged. Narrative states that the complete set of plans will be submitted to DERD at time of permitting. Be advised that if the County requires any changes or modifications to the site plan during that time, it may potentially require the submittal and approval of a site plan modification application.
8.b.	Comment acknowledged.
9.	An 11"x17" set of the plans was not provided. Per Code Per Section 98-13(b)(8), at a minimum, six hard copies (five copies with sheet format of 24 inches x 36 inches and one copy with sheet format of 11 inches x 17 inches) and two electronic copies (provided electronically and digitally signed), in which all pages are signed and sealed as well as being consistently scaled using a measurement found on a civil engineer's scale. Location plans, master plans, elevations and floor plans are exempt from this scale requirement.
9.a.	Comment addressed.
10.	The digital copy did not include all documents submitted with the application package. Ensure all items included in application package submittal are provided in digital set (i.e. development plan application, project narrative, variance application, etc.).
10.a.	Comment addressed.
11.	Per Sec. 98-17(2) provide a trip generation analysis for the proposed use by a certified traffic engineer in accordance with the ITE Trip Generation Manual. Upon receipt, review by the City's Traffic Engineering consultant may be required and cost recovery fees may be payable.
11.a.	Comment addressed.
12.	Remove conceptual plans (Sheets C-1, PP-1, PP-2, GR-1, GR-2, & GR-3) from the site plan set.
12.a.	Comment addressed.

Development Plan Application Comments

	NEW COMMENT 4/28/21
13.	Community Meeting - Prior to being scheduled for a public hearing, the Applicant is encouraged to hold its own meeting with the surrounding community to explain the proposed project and seek feedback. At a minimum, the applicant should invite all properties within 500 feet of the subject site. If a meeting is held, please provide Planning and Development Services staff with the meeting details for record on the file.
13.a.	Comment acknowledged.

B.

COVERPAGE:	
1.	Omit the conceptual engineering plans (Sheets C-1, PP-1, PP-2, GR-1, GR-2, & GR-3) from the index.
1.a.	Comment addressed.
2.	Relocate Floor Plans (Sheet 4.0) after all elevation sheets.
2.a.	Comment addressed.
3.	Ext. Colored Elevations (Sheets 5.0 & 6.0) listed in index are missing from the plan sets. Ensure the index is consistent with the plans within plan sets.
3.a.	Comment addressed.

C.

ELEVATIONS:	
1.	Sheets 5.0 & 6.0 are missing from plan sets. Refer to comment no. 3 in Table B.- <i>Cover Page</i> .
1.a.	Comment addressed.

D.

ADDITIONAL COMMENTS:	
1.	Variance Application (Attachment C) references an attached narrative; however, no narrative was provided. Revise the application to include all answers within the application form. You may use additional pages as necessary.
1.a.	Comment not addressed. None of the answers were provided in the application form, and separate responses for each individual variance request were not provided. A response must be provided in the application form for each specific request. They should be distinguished with a blank row between the responses or formatted as a separate paragraph. Revise the response to question no. 1 of the application form and provide the required lot width as referenced in Code Section 98-61. Additionally, the site plan demonstrates a 10'-1" setback measurement from the proposed building to the east property line. Revise the variance application to reference the exact proposed setback measurement for the variance request.
1.b.	Comment acknowledged and addressed.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	D&S Funding	Application No.:	20-RM25-108
Reviewer Name:	Harold Hoyte	Project Address:	1941 NE 1st St
Department/Division:	Landscape		
Position:	Landscape Architect		
Date of Review:	11/16/20		
Submittal No.:	1		

A. LANDSCAPING PLAN:

1.	Approved as submitted.
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B. IRRIGATION PLAN:

1.	Approved as submitted.
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Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	D&S Funding, LLC at 1941 NE 1 St Major Site Plan	Application No.:	20-RM25-108
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	11-13-2020		
Submittal No.:	1		

A.

SITE PLAN:

1.	Approved as submitted.
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Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	D&S Founding, Major Site Plan	Application No:	20-RM25-108
Reviewer Name:	Cesar E. Osegueda		
Department / Division:	Sustainable Management		
Position:	Code Compliance Spec.		
Date of Review:	10/29/2020		
Submittal No.:	1		

A. RECYCLING & SOLID WASTE DIVISION:

1.	The above Site Plan Application, located at 1941 NE 1 st Street 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. Curbside carts services by Side Loader Trucks (ASL) is provided in the area, Residents must place their trash carts the night before service day. This Major Site Plan was previously approved by the Solid Waste and Recycling Department on 06/11/18.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	D&S funding	Application No.:	20-RM25-108
Reviewer Name:	Richard Johnson		
Department / Division:	BDO FIRE		
Position:	FPO		
Date of Review:	10/23/20		
Submittal No.:	1		

A. APPLICATION / GENERAL COMMENTS:

1.	A complete set of permitted plans must be submitted for review and approval prior to all construction. All permitted plans must document on plans that a certificate of occupancy shall not be issued until the AHJ determines that the building is in compliance with section 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) with Broward County Local Amendments to the Florida Fire Prevention Code 6TH Ed., NFPA 1-Fire Code, Florida Edition 2015, NFPA 101-Life Safety Code, Florida Edition 2015.
2.	Approved.



DEVELOPMENT PLAN APPLICATION

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

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

PROJECT INFORMATION:

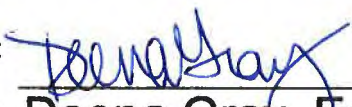
TYPE OF REQUEST (check all that apply)

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

Project Name: D&S Funding, LLC
Property Owner: D&S Funding, LLC
Applicant (if different from Owner): Lance Sherman
Agent (if different from Owner/Applicant): Greenspoon Marder LLP (Deena Gray Esq.)
Address of Property: 1941 NE 1st Street
Legal Description of Property (lot, block, tract, subdivision): DEERFIELD BEACH 4-4 B LOT 15 E 25,16 BLK 1

Description of Project: Two Story, 4 Unit Multi-Family Building

New Development (Y/N):	<u>Yes</u>	Modification to Existing Development (Y/N):	<u>No</u>
Zoning District:	<u>RM-25</u>	Future Land Use Category:	<u>Residential High (25 DU/AC)</u>
Existing Use:	<u>1 Single Family Dwelling</u>	Proposed Use:	<u>Two Story, 4 Unit Multi-Family Building</u>
Lot Area (acres):	<u>Approx 0.25 AC</u>	Number of Dwelling Units (proposed):	<u>Four</u>
Sq. Ft. of Structure (existing):	<u>2,020 SF</u>	Sq. Ft. of Structure (proposed):	<u>8,050 SF</u>

Agent Signature: 
Name Printed: Deena Gray, Esq.
Address: 200 East Broward Blvd., Suite 1800, Fort Lauderdale, FL 33301
Telephone: (954) 527-2443
Email: Deena.Gray@gmlaw.com

Owner Signature: 
Name Printed: Lance Sherman
Address: 5481 Wiles Road, #502 Coconut Creek, FL 33073
Telephone: (954) 818-1200
Email: sherm7133@gmail.com



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.

NONE

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

NONE

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

NONE

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

I, Lance Sherman, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature] 9/30/20
Signature Date

SWORN TO AND SUBSCRIBED Before me by means of ☐ physical presence or ☐ online notarization, this 30th day of SEPT, 202 by

_____ (Affiant), who is personally known to me or has produced DTL LIC identification.

My commission expires: APR 9th 2023

Commission No.: GG 289913



WALLACE JONATHAN LEWIS
Commission # GG 289913
Expires April 9, 2023
Bonded Thru Budget Notary Services

[Signature]
(Signature of Notary Public - State of Florida)
WALLACE J LEWIS
(Print, Type, or Stamp Commissioned Name of Notary Public)



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Todd Drosky - 1/10/17 \$500.00, and 12/15/20 \$500.00

Michael Hudak - 1/28/19 \$500.00

Bernie Parness - 1/7/21 - \$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, **Deena Gray**, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online

notarization, this 26th day of January, 2021 by Deena Gray (Affiant), who is personally

known to me or has produced N/A identification.

My commission expires: _____

Commission No.: _____

(Signature of Notary Public - State of Florida)

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



Julie Wysocki
Comm. # GG343882
Expires: June 21, 2023
Bonded Thru Aaron Notary

PROPOSED VARIANCE

1. State the Code Section(s) and the Land Development Regulation standard(s) required for the proposed variance (*i.e. setbacks, height, etc.*):

The applicant is requesting two variances from Code Section 98-61, Schedule of Dimensional Regulations of the City Code.

Specifically, the Applicant is request relief from the east side yard setback and relief from the minimum lot width requirements. The east side yard setback requirement in the RM-25 zoning district (multifamily under one acre) requires a side yard setback of ten (10) feet plus an additional one foot for each two (2) feet of building height above twenty (20) feet. The height of the proposed building is 25 feet, yielding a required set yard setback of 12'-6" along the East and West property lines. The minimum lot width requirement in the RM-25 zoning district (multifamily under one acre) is 100 feet. Please see the attached narrative letter for further information regarding the variance requests.

2. Describe the variance(s) requested (*e.g. 20' front yard setback, etc.*):

The applicant is requesting relief from the required set yard setback of 12'-6" along the East and West property lines. The required minimum setback is provided along the West property line and a minimum setback of 10 feet is provided along the East property line. Please note that the site plan shows a dimension of 10'-1" to the building wall as when the wall undergoes the stucco finish it will be at the required 10'-0" setback along the East property line.

The applicant is also requesting relief from the minimum lot width requirement of 100 feet. The applicant is proposing a lot width of 75 feet.

Please see the attached narrative letter for further information regarding the variance requests.

A. DEMONSTRATION OF COMPLIANCE WITH VARIANCE CRITERIA

(Attach additional page(s) if more space is needed)

Section 98 116(f)(2) of the Deerfield Beach Land Development states: *all of the following requirements must be met to secure approval for a variance. The burden of proving that all requirements are met shall be on the applicant who shall be required to affirmatively demonstrate on the record, satisfaction of the necessary requirements set forth below.*

This application will not be accepted without a specific statement in response to each of the requirements on the following pages.

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or buildings involved and which are not applicable to other lands, structures in the same zoning district:
Please see the attached narrative.

[illegible]

- b. That the special conditions and circumstances do not result from the actions of the applicant:
Please see the attached narrative.

[illegible]

- c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, buildings, or structures in the same zoning district:

Please see the attached narrative.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

- d. That the literal interpretation of the provisions of this Code would deprive the applicant of the rights commonly enjoyed by other properties in the same zoning district under the terms of this Code and would work unnecessary and undue hardship on the applicant:

Please see the attached narrative.

[illegible]

- e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure:

Please see the attached narrative.

- f. That the grant of the variance will be in harmony with the general intent and purpose of this Code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare:

Please see the attached narrative.

VIA ELECTRONIC & HAND DELIVERY

epower@deerfield-beach.com

Eric Power
Director of Planning and Development Services
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, FL 33441

**Re: Side Yard Setback & Minimum Lot Width Variance Request
Narrative/Justification
1941 NE 1st Street, Deerfield Beach**

Dear Eric:

D&S Funding ("Applicant") is the current owner of the single-family home located on the property at 1941 NE 1st Street ("Property") in the City of Deerfield Beach ("City"). The Property is zoned RM-25 and can be further identified by Broward County folio number 4843-05-04-0140. The Applicant is proposing to develop the Property into four (4) two-bedroom units with private garages. As part of the site plan, the Applicant is requesting two variances from Section 98-61, Schedule of Dimensional Regulations of the City Code.

Specifically, the Applicant is request relief from the east side yard setback and relief from the minimum lot width requirements as more detailed below. The east side yard setback requirement in the RM-25 zoning district (multifamily under one acre) requires a side yard setback of ten (10) feet plus an additional one foot for each two (2) feet of building height above twenty (20) feet. The height of the proposed building is 25 feet, yielding a required set yard setback of 12'-6" along the East and West property lines. The proposed development meets the minimum setback requirement along the West property line and a requires a variance to provide a minimum setback of 10 feet along the East property line. Additionally, the minimum lot width requirement in the RM-25 zoning district (multifamily under one acre) is 100 feet. The applicant is proposing a lot width of 75 feet.

Therefore, at this time, the Applicant is requesting two variances from Code section 98-61 of the City's Land Development Regulations.

Variance Criteria Statement pursuant to Section 98-116(h)

Boca Raton Denver Ft. Lauderdale Iselin Las Vegas Los Angeles Miami Naples
New York Orlando Phoenix Portland San Diego Tallahassee Tampa West Palm Beach

a. That special conditions and circumstances exist which are peculiar to the land, structure or buildings involved and which are not applicable to other lands, structures or building in the same zoning district.

1. Side yard setback:

The Property is located within the RM-25 zoning district which requires a side yard setback of ten (10) feet plus an additional one foot for each two (2) feet of building height above twenty (20) feet. The height of the proposed building is 25 feet, yielding a required set yard setback of 12'-6" along the East and West property lines. The required minimum setback is provided along the West property line and a minimum setback of 10 feet is provided along the East property line. The Applicant is requesting a variance from the side yard setback requirement as it pertains to the East property line. The Property is located on the barrier island with a lot width of seventy-five (75) feet which is less than the minimum lot width requirement in Code section 98-61. To comply with the required side yard setback of 12'-6", it would not allow sufficient width for a feasible multi-family design along the necessary components such as driveway and landscaping. Given the narrow shape the Property, the variance is needed.

2. Lot width variance:

As mentioned above, the Property is located on the barrier island with a lot width of seventy-five (75) feet which is less than the minimum lot width requirement in Code section 98-61. The dimensional requirements of the Code would not allow sufficient width for a feasible multi-family design along the necessary components such as driveway and landscaping. Given the narrow shape the Property, the variance is needed.

b. That the special conditions and circumstances do not result from the actions of the applicant.

1. Side yard setback variance:

The Property was platted many years ago with a lot width of seventy-five (75) feet. The Applicant has not modified the Plat pertaining to lot width and has not created the need for the variance for the side yard setback.

2. Lot width variance:

The Property was platted many years ago with a lot width of seventy-five (75) feet. The Applicant has not modified the Plat pertaining to lot width and has not created the need for the lot width variance.

c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, buildings or structures in the same zoning district.

1. Side yard setback variance:

As is the case for many of the properties on the barrier island, the lot width is smaller than what was intended for the RM-25 zoning district. To properly develop a multi-family residential project on these narrow lots and meet the side yard setback requirements, it is conceivable that most properties in this area would also require variances and that another nearby property has received a variance.

2. Lot width variance:

As is the case for many of the properties on the barrier island, the lot width is smaller than what was intended for the RM-25 zoning district. To properly develop a multi-family residential project on these narrow lots, it is conceivable that most properties in this area would also require variances and that another nearby property has received a variance.

d. That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this Code and would work unnecessary and undue hardship on the applicant.

1. Side yard setback variance:

A literal interpretation of the Code, as applied to the Applicant, would deprive the Applicant of rights commonly enjoyed by the owners of other property in the RM-25 zoning district. The City's current zoning laws and development standards require setback dimensions that were not contemplated and not necessary for the proposed well-designed and functional multi-family development to occur on the Property in this instance. By literally interpreting and strictly applying the side setback dimension requirement in this instance, the circumstance would result in limiting the ability of developing a multi-family project that is in-line with the RM-25 zoning district as well as the City's Comprehensive Plan. The proposed variance allow the Applicant to develop the Property with floor area necessary for adequate living space.

2. Lot width variance:

A literal interpretation of the Code, as applied to the Applicant, would deprive the Applicant of rights commonly enjoyed by the owners of other property in the RM-25 zoning district. The City's current zoning laws and development standards

require minimum lot width requirements that were not contemplated and not necessary for the proposed well-designed and functional multi-family development to occur on the Property in this instance. By literally interpreting and strictly applying the minimum lot width requirement in this instance, the circumstance would result in limiting the ability of developing a multi-family project that is in-line with the RM-25 zoning district as well as the City's Comprehensive Plan. The proposed variances allow the Applicant to develop the Property with floor area necessary for adequate living space.

e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

1. Side yard setback variance:

The design has been modified to show the project can move forward for development with the variance as requested for the side setback along the East property line. The other three setbacks meet the City Code as required in the Schedule of Dimensional Regulations. The variance requested is the minimum necessary to make reasonable use of the Property. The proposed variance is the minimum necessary to provide adequate floor area suitable for a multi-family project.

2. Lot width variance:

The design has been modified to show the project can move forward for development with the variance as requested for the minimum lot width. The variance requested is the minimum necessary to make reasonable use of the Property. The proposed variance is the minimum necessary to provide adequate floor area suitable for a multi-family project.

f. That the grant of the variance will be in harmony with the general intent and purpose of this Code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

1. Side yard setback variance:

Granting the variances as requested will allow this project to move towards development with the intended use of multi-family residential dwelling units. The design will allow four (4) two-bedroom units with private garages, not only increasing the tax base for the city but also providing a new fresh design towards community enhancement. The requested variances will allow the Applicant to improve the appearance of the Property which will benefit the surrounding neighborhood and community as a whole.

2. Lot width variance:

Granting the variances as requested will allow this project to move towards development with the intended use of multi-family residential dwelling units. The design will allow four (4) two-bedroom units with private garages, not only increasing the tax base for the city but also providing a new fresh design towards community enhancement. The requested variances will allow the Applicant to improve the appearance of the Property which will benefit the surrounding neighborhood and community as a whole.

As discussed above, the requested variances are consistent with the standards of granting a variance as set forth by the City in section 98-116(h) of the Code. The Applicant respectfully requests the City grant the requested variances.

If you need additional information, please let me know.

Sincerely,

GREENSPOON MARDER LLP



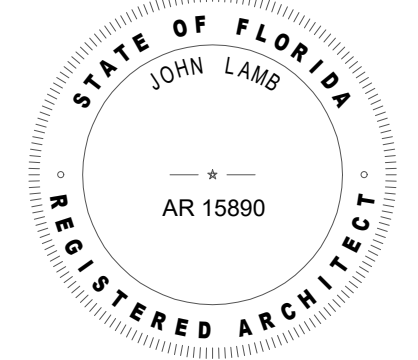
Deena Gray, Esq.
For the Firm

A TWO STORY - 4 UNIT TOWNHOME FOR
D & S FUNDING, LLC

1941 N.E. 1ST STREET
DEERFIELD BEACH, FL. 33441

REVISIONS	BY
Δ DRC REVIEW RE-SUBMITTAL	3-1-21

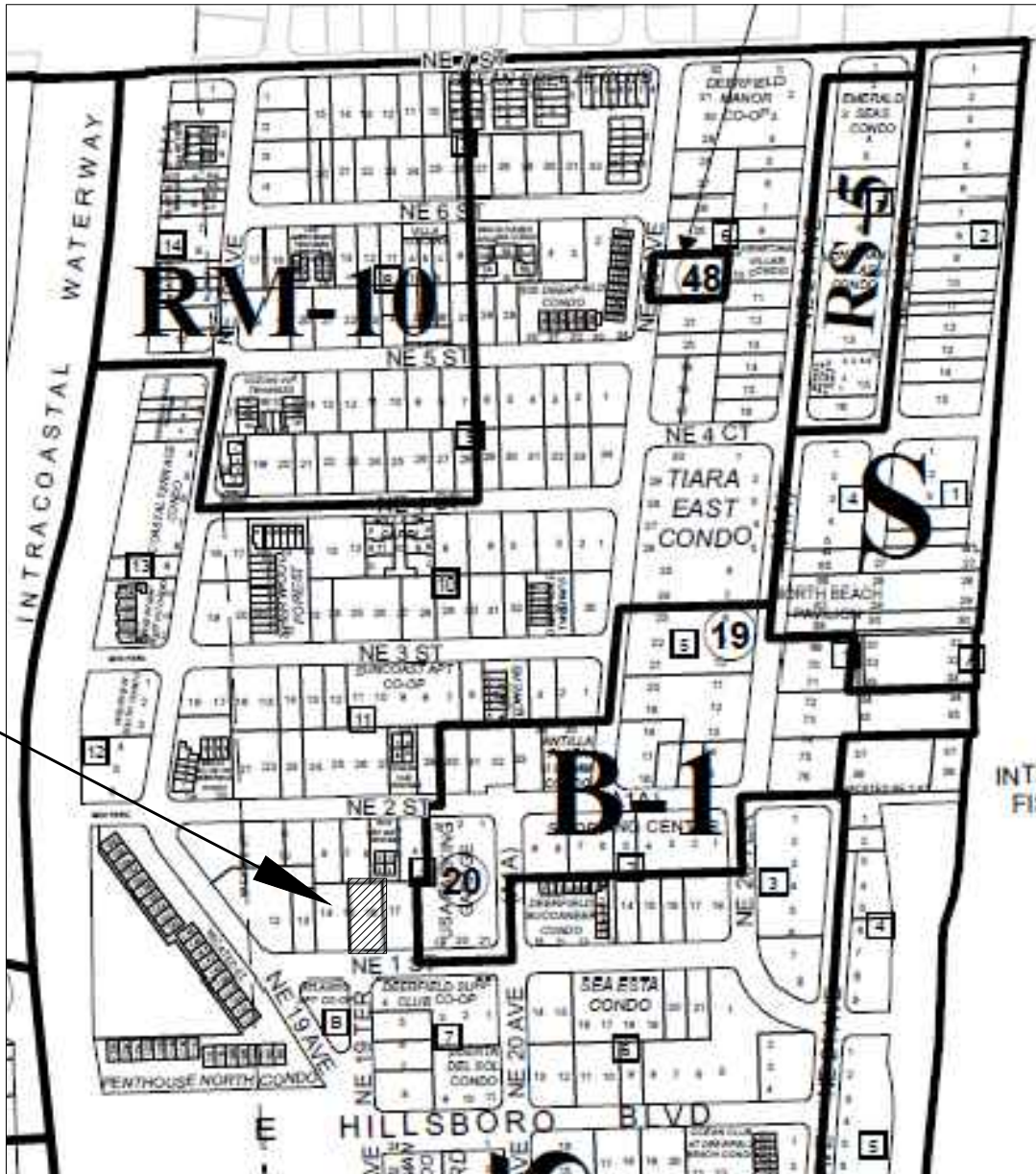
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BY WRITTEN AGREEMENT WITH THE
OWNER, ARCHITYPE DESIGN, INC.



A TWO STORY 4-UNIT TOWNHOME FOR
D & S FUNDING, LLC.
1941 N.E. 1ST STREET
DEERFIELD BEACH, FLORIDA 33441

ARCHITYPE
DESIGN
INC.
JOHN LAMB
9343 978-9340
5445 WILES ROAD SUITE 407
COCONUT CREEK, FL. 33073
AA0003503
AR0015890

DRAWN
CHECKED JOHN L.
DATE 9-28-20
SCALE AS NOTED
JOB NO. 220-130
SHEET PC-1
OF SHEETS



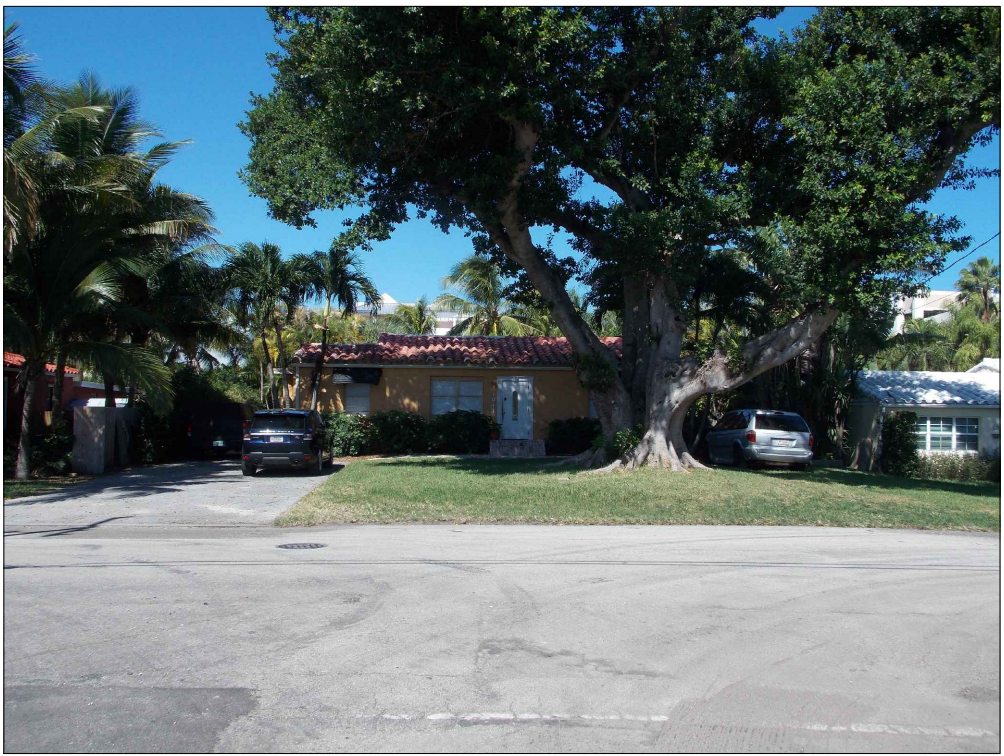
ZONING MAP



PROPOSED BUILDING-STREET FRONT PERSPECTIVE



ADJACENT PROPERTY:
FACING EAST



SUBJECT PROPERTY:
FACING NORTH

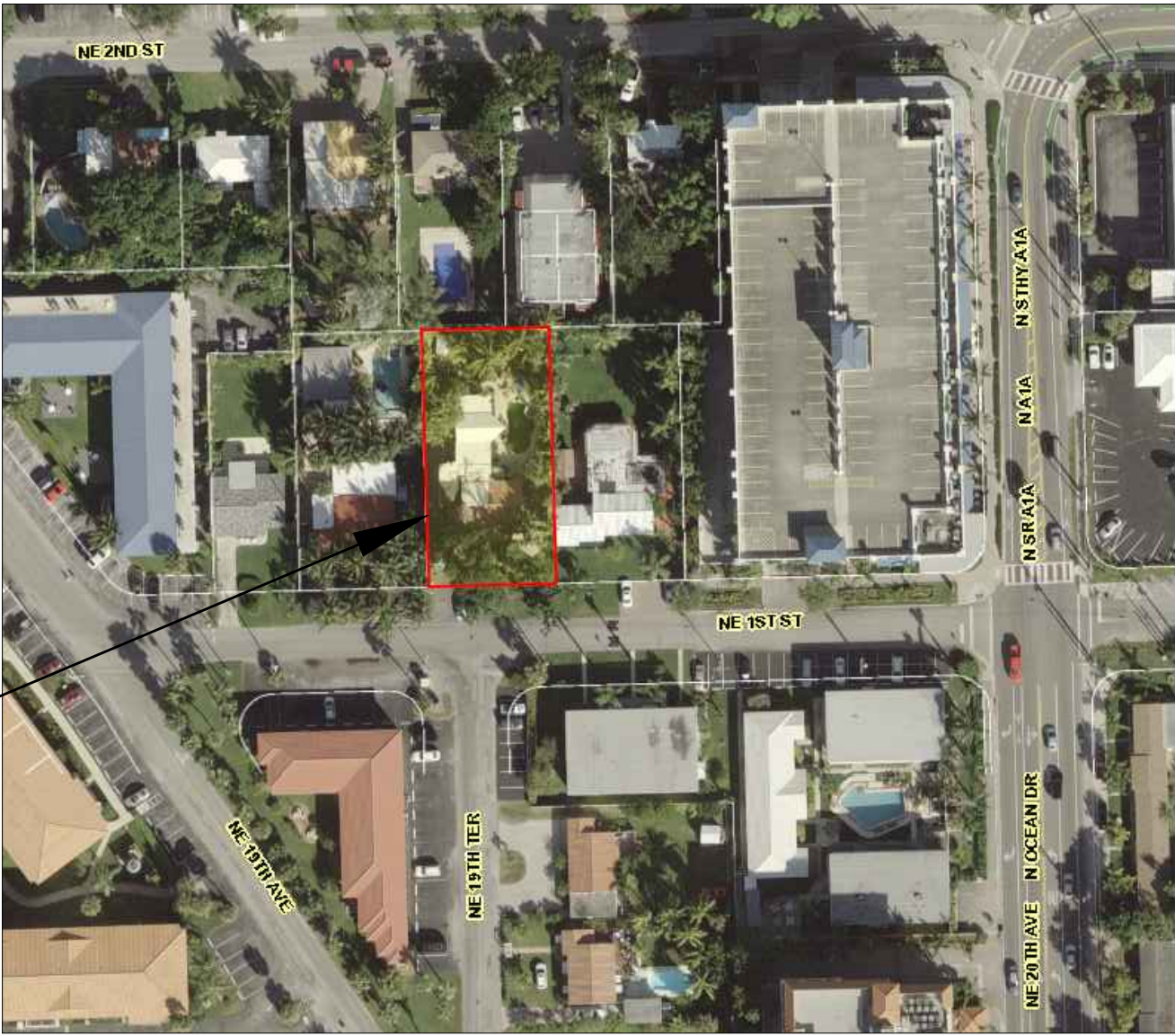


ADJACENT PROPERTY:
FACING WEST

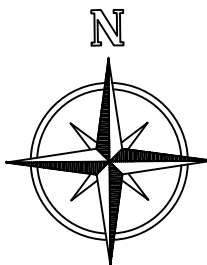


ADJACENT PROPERTY:
FACING SOUTH

LOCATION

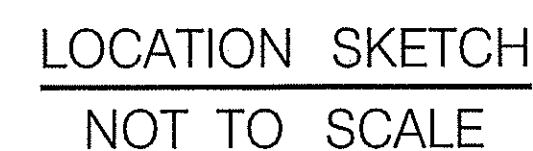


SITE MAP
NOT TO SCALE



PROJECT TEAM	PROJECT DATA
PROJECT ARCHITECT JOHN T. LAMB, AIA FL. LIC. # AR0015890 5485 WILES ROAD, SUITE 407 COCONUT CREEK, FLORIDA 33073 954-978-9340 PH. 4 FAX email: archtype@bellsouthnet	PROJECT SUMMARY: CONSTRUCTION OF A NEW TWO STORY 4 UNIT C.B.S. STRUCTURE WITH PRIVATE ENCLOSED GARAGES ZONING CLASSIFICATION: EXISTING ZONING DISTRICT: RM-25 OCCUPANCY CLASSIFICATION: GROUP R-2, RESIDENTIAL TYPE V-B CONSTRUCTION
LANDSCAPE ARCHITECT KIMBERLY MOYER, A.S.L.A. LIC. # LA0000952 4808 N.E. 16TH AVENUE OAKLAND PARK, FL. 33334 954-492-9609 954-492-9609 FAX	INDEX OF DRAWINGS PC-1 PROJECT COVER 01 PROPERTY SURVEY 10 PROPOSED SITE PLAN 20 EXTERIOR ELEVATIONS 30 EXTERIOR ELEVATIONS 40 EXT. ELEVATIONS - COLORED 50 EXT. ELEVATIONS - COLORED 60 FIRST & SECOND FLOOR PLANS TD-1 TREE DISPOSITION PLAN L-1 LANDSCAPE PLAN IR-1 IRRIGATION PLAN
CIVIL ENGINEER HOWARD JABLON, P.E. AJ HYDRO ENGINEERING, INC. 9932 N.W. 13RD COURT PARKLAND, FL. 33067 954-344-1866 OFF. email: ajhydro@bellsouthnet	
LAND SURVEYOR SCOTT A. GUZZI, F.S.M. LIC. # 5108 6043 KIMBERLY BLVD, SUITE L N. LAUDERDALE, FL. 33068 954-122-8500 email: scottguzzi@aol.com	

SITE PLAN APPROVAL - RE-SUBMITTAL

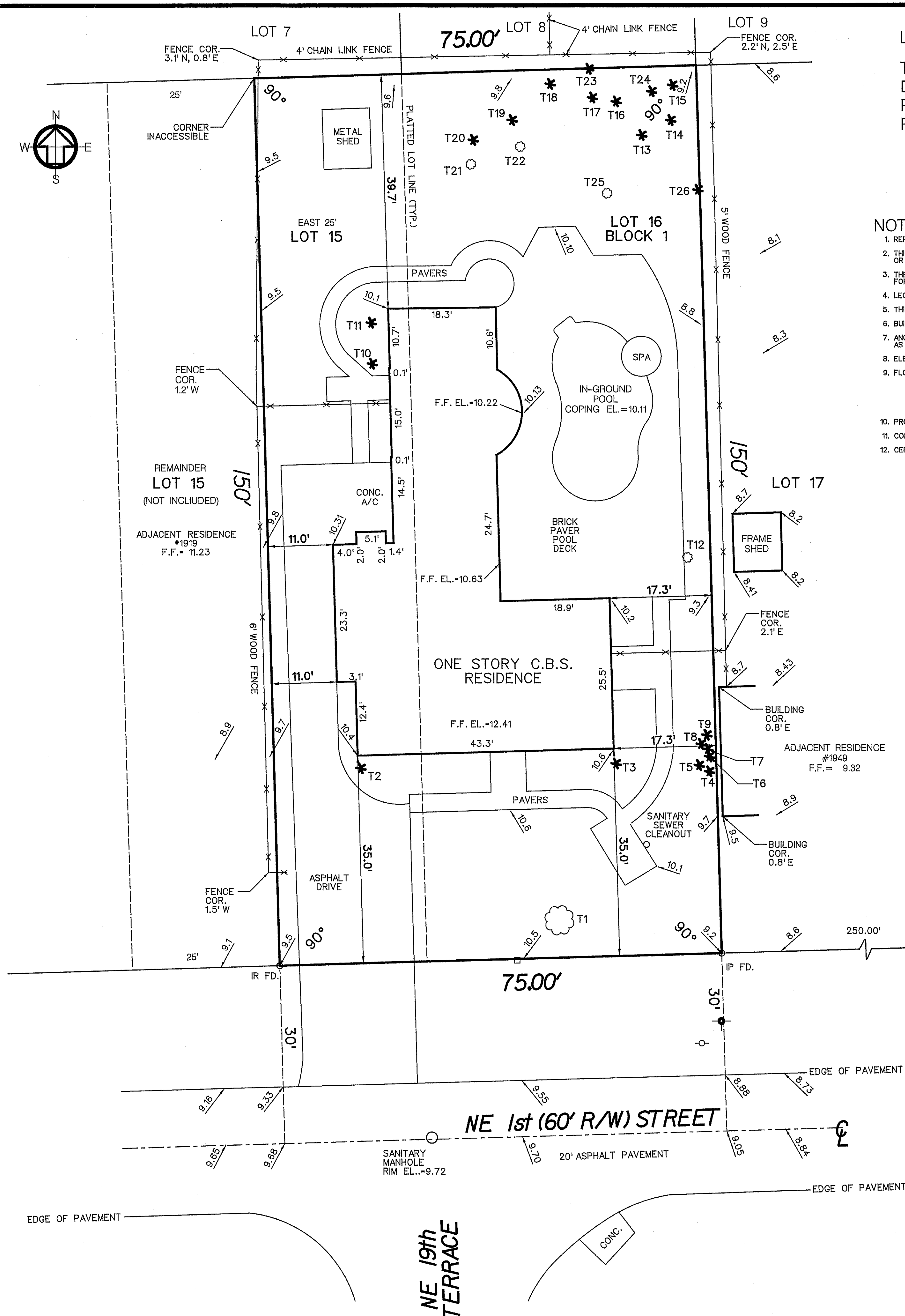


TREE TABLE:

T1	84" TREE
T2	6" PALM (TRIPLE TRUNK)
T3	7" PALM (QUADRUPLE TRUNK)
T4	12" BIRD OF PARADISE
T5	8" BIRD OF PARADISE
T6	9" BIRD OF PARADISE
T7	9" BIRD OF PARADISE
T8	10" BIRD OF PARADISE
T9	9" BIRD OF PARADISE
T10	11" PALM
T11	13" PALM
T12	8" GUMBO LIMBO
T13	8" PALM
T14	7" PALM
T15	9" PALM
T16	9" PALM
T17	8" PALM
T18	8" PALM
T19	13" PALM
T20	10" PALM
T21	5" TREE
T22	5" TREE
T23	6" PALM
T24	5" PALM
T25	13" FICUS
T26	8" BIRD OF PARADISE

LEGEND:

- | | | | |
|-------|-----------------------------|---|------------------------|
| ○ | SET 5/8" IR & CAP (LB 6893) | ○ | MANHOLE (SANITARY) |
| △ | NAIL & TAB | ● | MANHOLE (STORM) |
| ▲ | PCP | ▢ | CATCH BASIN |
| ◎ | PRM | ⊗ | ELECTRIC SERVICE |
| +11.5 | ELEVATION | ⊠ | TELEPHONE JUNCTION BOX |
| ⊖ | FIRE HYDRANT | □ | WATER METER |
| ♀ | CENTERLINE | ▣ | CABLE TV BOX |
| ⊕-⊖ | LIGHT POLES | ◇ | UTILITY POLE |



LEGAL DESCRIPTION:

THE EAST 25 FEET OF LOT 15, AND ALL OF LOT 16, BLOCK 1,
DEERFIELD BEACH, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 4, PAGE 4, OF THE PUBLIC
RECORDS OF BROWARD COUNTY, FLORIDA.

NOTES:

1. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID UNLESS SEALED BY THE SIGNING SURVEYOR.
2. THIS DRAWING IS THE PROPERTY OF VIC-SOTT LAND SURVEYING & MAPPING, AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF VIC-SOTT LAND SURVEYING & MAPPING.
3. THE UNDERSIGNED HAS REVIEWED AMERICAN LAND TITLE ASSOCIATION COMMITMENT NUMBER 19-9660/JK-19-206, SCHEDULE B, SECTION 2, FOR RIGHTS-OF-WAY, EASEMENTS, AND OTHER SIMILAR MATTERS OF RECORD.
4. LEGAL DESCRIPTION FURNISHED BY CLIENT.
5. THIS SURVEY DOES NOT PURPORT TO IDENTIFY IMPROVEMENTS BELOW GRADE, IF ANY, EXCEPT AS SPECIFICALLY NOTED HEREON.
6. BUILDING TIES ARE PERPENDICULAR OR RADIAL TO BOUNDARY LINES UNLESS NOTED OTHERWISE.
7. ANGLES SHOWN HEREON ARE BASED ON FIELD MEASUREMENTS WITHIN THE PLAT ENTITLED DEERFIELD BEACH, AS RECORDED IN PLAT BOOK 4, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
8. ELEVATIONS SHOWN HEREON ARE RELATIVE TO N.A.V.D. 1988.
9. FLOOD ELEVATION INFORMATION:

COMMUNITY NO. - 125101	PANEL NO. - 12011C0179	LOWEST FLOOR ELEVATION - 10.22
DATE OF FIRM - 8-18-14	SUFFIX - H	LOWEST ADJACENT GRADE - 10.1
FIRM ZONE - X	BASE FLOOD ELEVATION - N/A	DIAGRAM NO. - 1B
10. PROPERTY ADDRESS: 1941 NE 1st STREET, DEERFIELD BEACH, FLORIDA 33441
11. CONTAINING 11,250 SQUARE FEET, 0.26 ACRES, MORE OR LESS.
12. CERTIFIED TO: D&S FUNDING, LLC

STANDARD ABBREVIATIONS:

- A/C AIR CONDITIONER PAD
 ACM AMERICAN CONGRESS ON SURVEYING AND MAPPING
 ALTA AMERICAN LAND TITLE ASSOCIATION
 AUJENET
 BFP BACK FLOW PREVENTOR
 B.G.R. BENCHMARK
 B.G.R. BENCHMARK
 BOC BOW OF CURB
 (C) CALCULATED
 CB CATCH BASIN
 CLF CHAIN LINK FENCE
 CONC. CONCRETE
 C.B.S. CEMENT BLOCK STRUCTURE
 (E) DELTA ANGLE
 D.C.R. DARE COUNTY RECORDS
 DDCV DETECTED DETECTOR CHECK VALVE
 D.E. DRAINAGE
 E.O.W. EDGE OF WATER
 (E) EAST
 ELF ELEVATION
 F.F. FINISHED FLOOR
 F.F.L. FLORIDA POWER & LIGHT CO.
 FD FOUND
 G.F. GARAGE FLOOR
 INV. INVERT
 IP IRON PIPE
 IR IRON ROD
 IRC IRON ROD & CAP
 (E) ARC LENGTH
 LME LAKE MAINTENANCE EASEMENT
 LB LICENSING BUSINESS
 (LD) LEGAL DESCRIPTION
 M.H. MEASURE
 M.H. MANHOLE
 MISC. MISCELLANEOUS
 N/D NAIL AND DISK
 N/T NAIL AND TAB
 NGM NATIONAL GEODETIC VERTICAL DATUM
 NPS NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
 N/A NON-APPLICABLE
 N.A.V.D. NORTH AMERICAN VERTICAL DATUM
 N NORTH
 N.T.S. NOT TO SCALE
 N NUMBER
 O/S OFFSET
 OH OVERHEAD WIRE
 O.R.B. OFFICIAL RECORD BOOK
 P.B.G.R. PALM BEACH COUNTY RECORDS
 P PAGE
 P.C.P. PERMANENT CONTROL POINT
 P.R.M. PERMANENT REFERENCE MONUMENT
 P PLAT
 P.B. PLAT BOOK
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 PCC POINT OF COMPOUND CURVE
 P.C. POINT OF CURVATURE
 PRC POINT OF REVERSE CURVE
 PT POINT OF TANGENCY
 P.S. PROFESSIONAL SURVEYOR AND MAPPER
 PROP. PROPOSED
 R RADIUS
 R/W RIGHT OF WAY
 S SOUTH
 S SECTION
 SF SQUARE FEET
 (SP) STATE PLANE
 SR STATE ROAD
 S/W SIDEWALK
 T TOP
 T.O.B. TOP OF BANK
 T.O.P. TOP OF PIPE
 T TYPICAL
 U.E. UTILITY EASEMENT
 U.P. UTILITY POLE
 W WEST

BOUNDARY SURVEY
SCALE: 1"=10'

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON COMPLIES WITH THE STANDARDS OF PRACTICE FOR SURVEYS AS CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SURVEY IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

9-24-20

DATE OF LAST FIELD WORK

SCOTT A. GUZZI, PSM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 5108

BOUNDARY SURVEY (UPDATE)	9-24-20	CAM	SAG
REVIEW TITLE POLICY	5-07-19	SAG	
ADDITIONAL TOPOGRAPHY	2-12-19	CAM	SAG

**VIC-SCOTT LAND SURVEYING &
T'S
OOD! MAPPING**

MAP-ING
Certificate of Authorization No. L.B. 6893

047 Kimberly Boulevard, Suite T
North Lauderdale, FL 33068
DR: (954) 722-8500

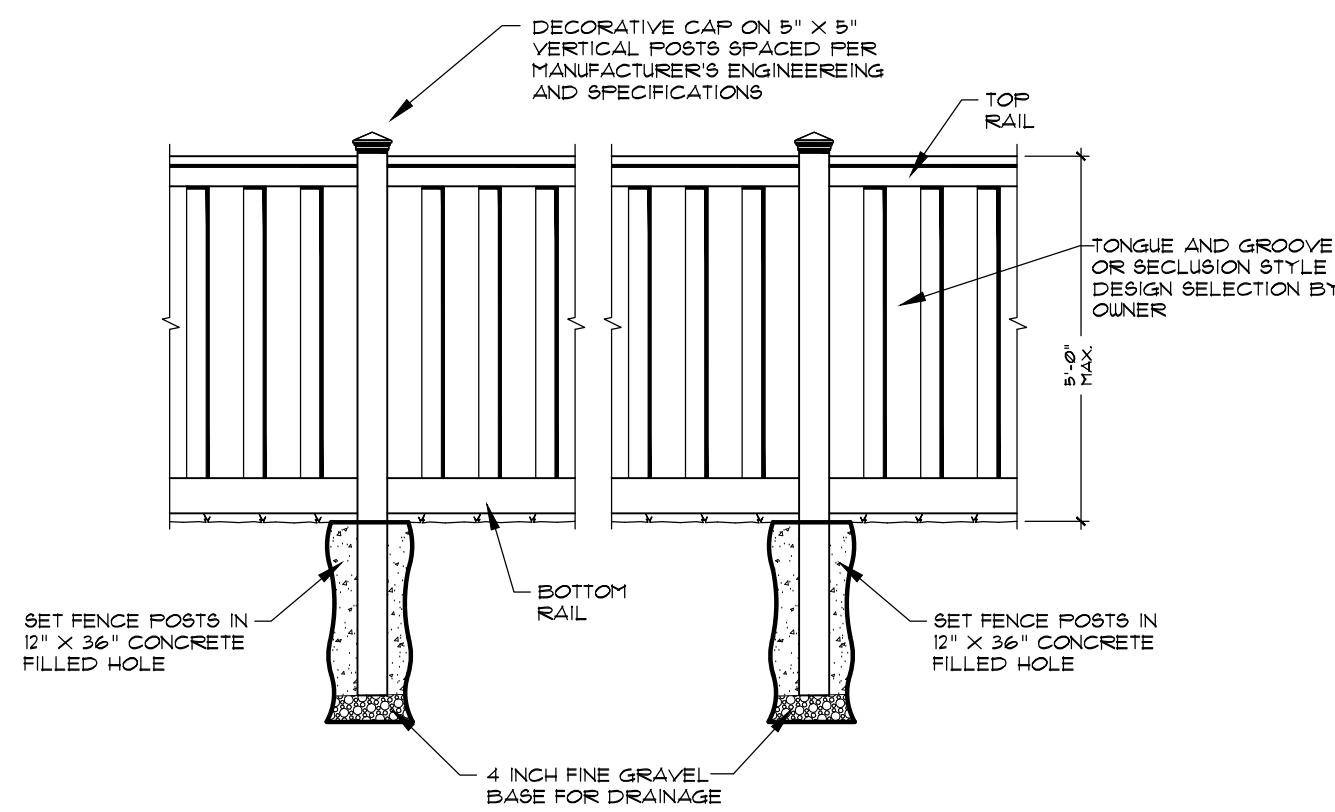
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194/ NE 1st STREET
DEERFIELD BEACH, FLORIDA

CLIENT: LANCE SHERMAN			
SCALE: 1"=10'	DESIGNED BY:	DRAWN BY: CAM	CHECKED BY: SAG
DATE: 4-5-18	SPRVS'D BY:	FIELD BOOK NO.	PAGE NO.

PROJECT NO.
2228

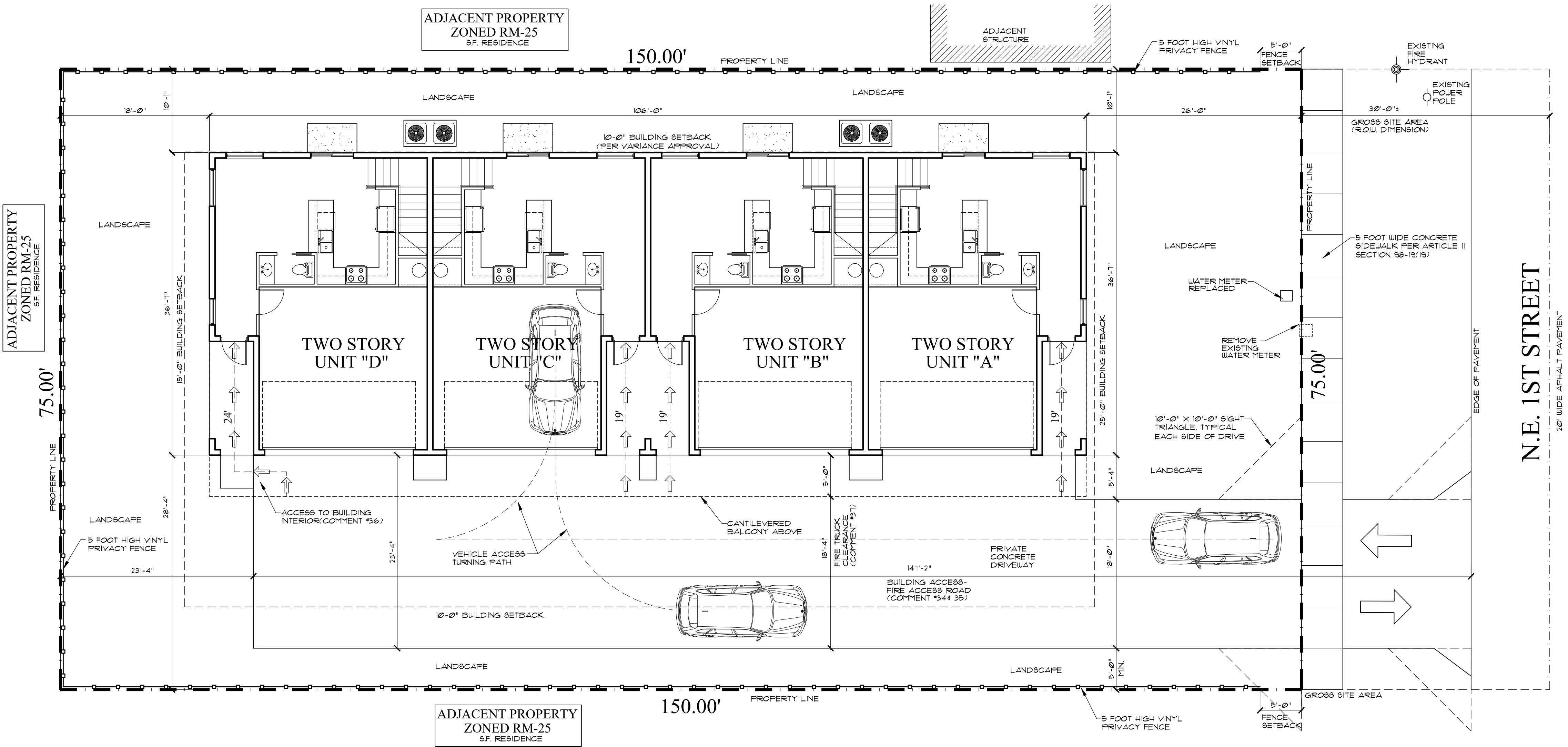
SHEET NO.
1 OF 1



VINYL PRIVACY FENCE DETAIL

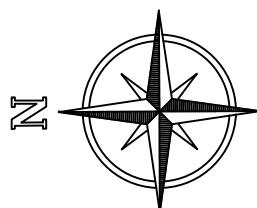
SITE DATA: DIMENSIONAL REGULATIONS - RM-25 ZONING		
	REQUIRED/ALLOWED	PROPOSED
BUILDING SETBACKS		
FRONT SETBACK	25 FEET	26 FEET
SIDE SETBACK - EAST	12.5 FEET	10 FEET*
SIDE SETBACK - WEST	12.5 FEET	28.3 FEET
REAR SETBACK	17.5 FEET	18 FEET
BUILDING HEIGHT	55 FEET MAX.	25 FEET
* PER VARIANCE APPROVAL FOR SIDE SETBACK		
BUILDING DESIGN REGULATIONS		
MULTIPLE-FAMILY UNITS		
	REQUIRED/ALLOWED	PROPOSED
TWO BEDROOM UNIT-MIN. FLOOR AREA	900 SQ. FT.	1431 SQ. FT.
PARKING		
TWO BEDROOM UNIT - PRIVATE GARAGE	2 SPACES	2 SPACES
TOTAL PARKING - ENTIRE SITE	8 SPACES	8 SPACES

SITE COVERAGE DATA		
GROSS LOT AREA *	13,500 SQ. FEET OR 0.31 ACRES (15' X 30' + 2,250' + 11,250' + 13,500 SQ. FT.)	
NET LOT AREA	11,250 SQ. FEET OR 0.26 ACRES	
NO. OF DWELLING UNITS (ALLOWED)	(0.3) ACRES X 25' = 7.5 UNITS	
NO. OF DWELLING UNITS (PROPOSED)	(4) TWO STORY UNITS	
GROUND FLOOR FOOTPRINT AREA	+ 106'-0" X 36'-1" = 3,878 SQ. FOOT	
CANTILEVERED SECOND FLOOR (106'-0" X 3'-0" = 530 SQ. FOOT)	+ 3,878 SF. + 530 SF. = 4,408 SQ. FOOT	
TOTAL BUILDING AREA	8,050 SQ. FOOT	
	REQUIRED/ALLOWED	PROPOSED
MAXIMUM FLOOR AREA RATIO (8,050 SF. / 13,500 SF. = 0.596)	80	0.60
LOT COVERAGE - MAXIMUM (4,408 SF. / 11,250 SF. = 0.39)	40%	39%
FRONT YARD PAVED AREA (504 SF. / 2,100 SF. = 0.24)	80%	24%
MIN. LANDSCAPE AREA (PERVIOUS) (4,561 SF. / 11,250 SF. = 39%)	30%	39.5%
TOTAL IMPERVIOUS AREA = 5,603 SF. (3,878 + 2,280 + 6,158 / 11,250 = 60.1%)		
* GROSS LOT AREA = NET LOT AREA PLUS 1/2 OF THE PUBLIC RIGHT OF WAY (ROW) LOCATED ALONG THE STREET-FRONT PROPERTY LINE BY ADDING THE WIDTH OF THE PROPERTY LINE AND THE DISTANCE TO THE CENTERLINE OF THE ROAD.		



SITE PLAN

SCALE: 1/8"=1'-0"

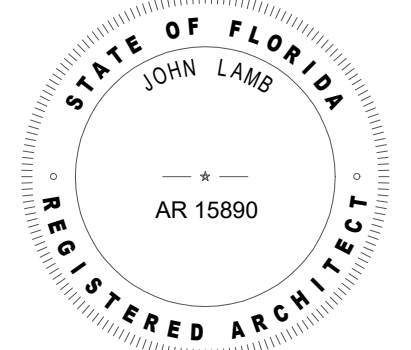


LEGAL DESCRIPTION
THE EAST 25 FEET OF LOT 15, AND ALL OF LOT 16, BLOCK 1, DEERFIELD BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

NOTE:
CONTRACTOR TO VERIFY ALL SETBACKS DIMENSIONS AND LOCATIONS PRIOR TO CONSTRUCTION AND TO VERIFY ALL FLOOR AND GRADE ELEVATIONS.

REVISIONS	BY

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A TWO STORY 4-UNIT TOWNHOME FOR
D & S FUNDING, LLC.
1941 N.E. 1ST STREET
DEERFIELD BEACH, FLORIDA 33441

ARCHTYPE
DESIGN
INC.
JOHN LAMB
5445 WILES ROAD SUITE 407
COCONUT CREEK, FL 33073

DRAWN
CHECKED JOHN L
DATE 9-28-20
SCALE AS NOTED
JOB NO. 220-130
SHEET 1.0
OF SHEETS

SITE PLAN APPROVAL - SUBMITTAL



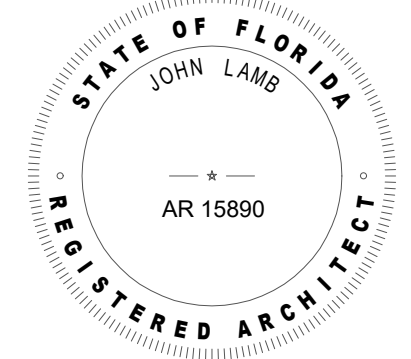
SOUTH ELEVATION
SCALE: 3/16"=1'-0"



WEST ELEVATION
SCALE: 3/16"=1'-0"

REVISIONS	BY

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A TWO STORY 4-UNIT TOWNHOME FOR
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1941 N.E. 1ST STREET
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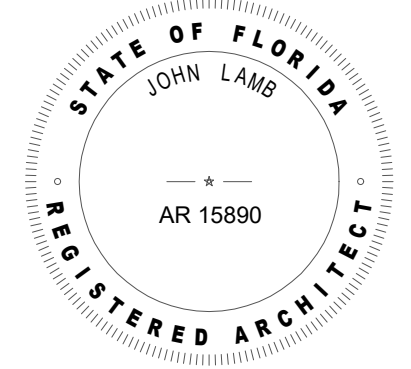
ARCHTYPE
DESIGN
INC.
JOHN LAMB
5485 WILLES ROAD SUITE 407
COCONUT CREEK, FL 33073
AA0003503 AR0015890

SITE PLAN APPROVAL - SUBMITTAL

DRAWN
CHECKED JOHN L.
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SCALE AS NOTED
JOB NO. 220-130
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OF SHEETS

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A TWO STORY 4-UNIT TOWNHOME FOR

D & S FUNDING, LLC.

1941 N.E. 1ST STREET

DEERFIELD BEACH, FLORIDA 33441

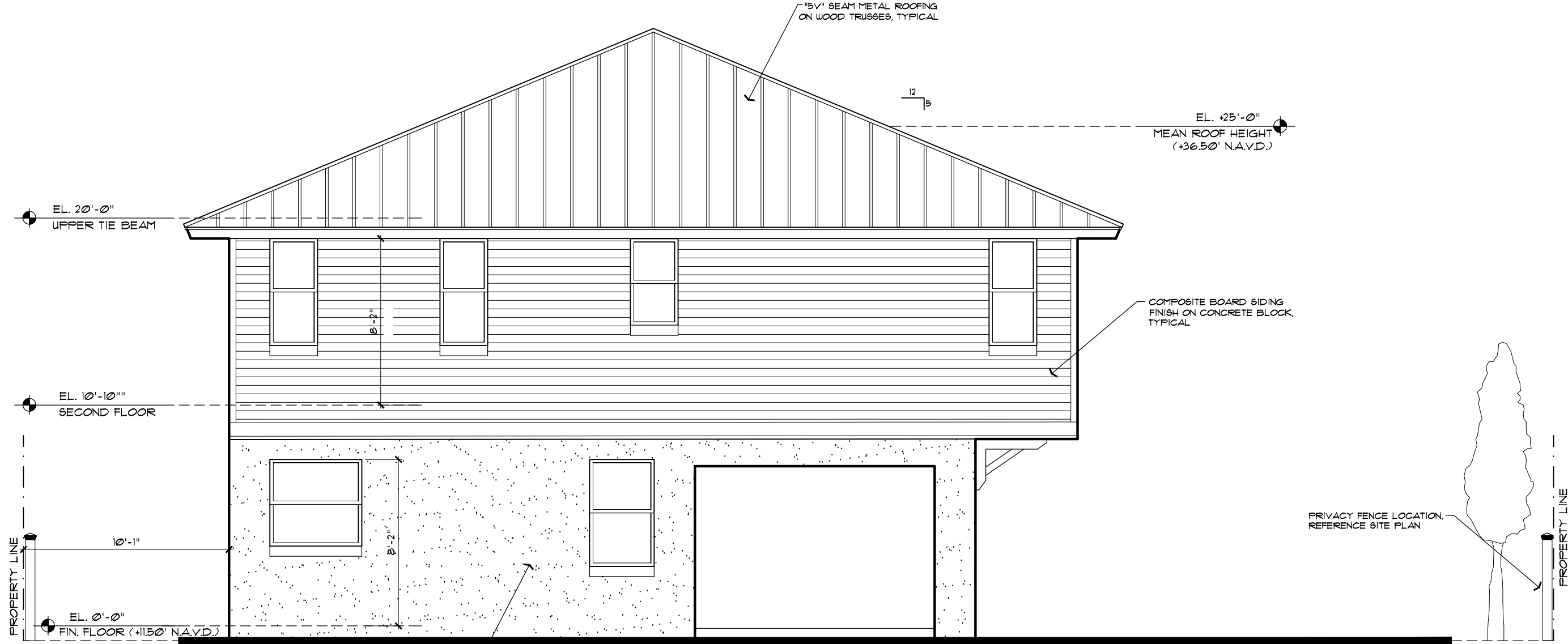
ARCHTYPE
DESIGN
INC.

JOHN LAMB
JOHN LAMB
5485 WILES ROAD SUITE 407
COCONUT CREEK, FL 33073

AA0003303
AR0015890

DRAWN
CHECKED JOHN L.
DATE 9-28-20
SCALE AS NOTED
JOB NO. 220-130
SHEET 3.0
OF SHEETS

SITE PLAN APPROVAL - SUBMITTAL



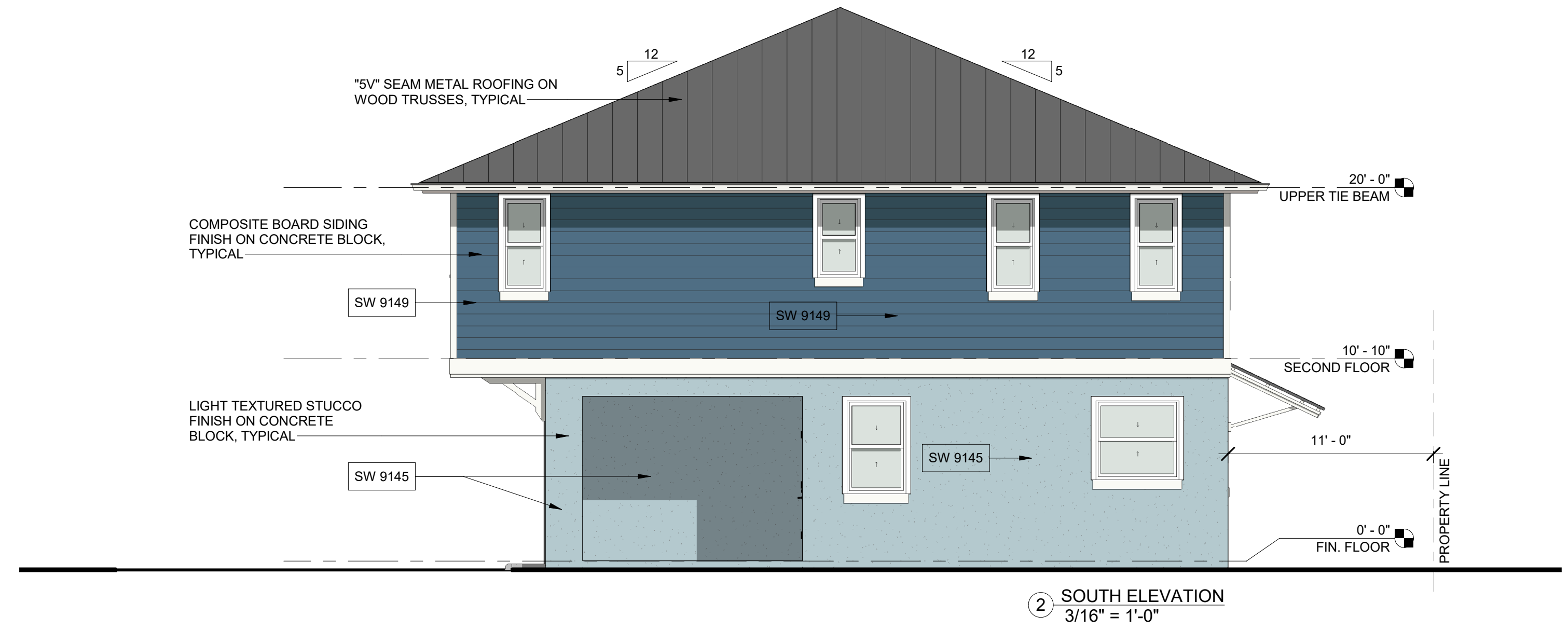
NORTH ELEVATION

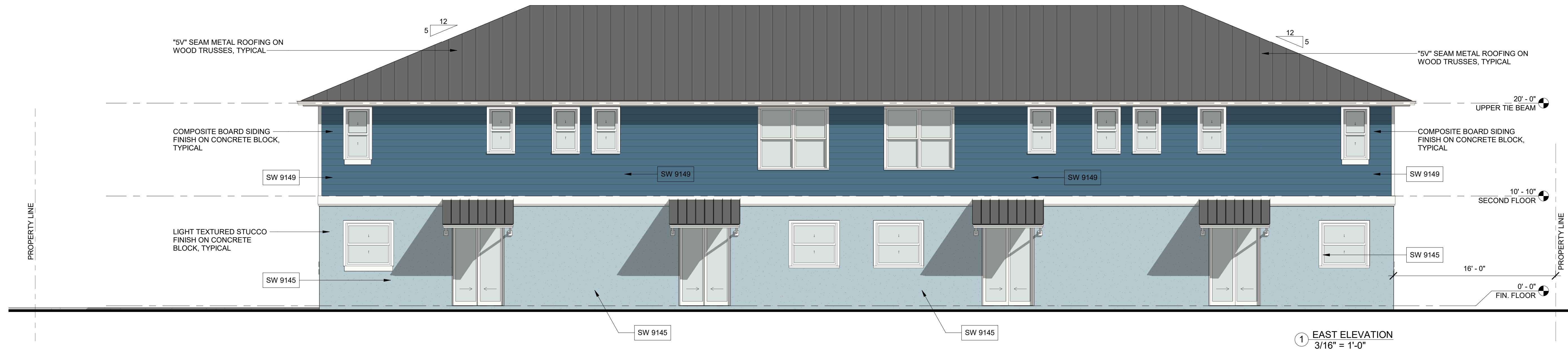
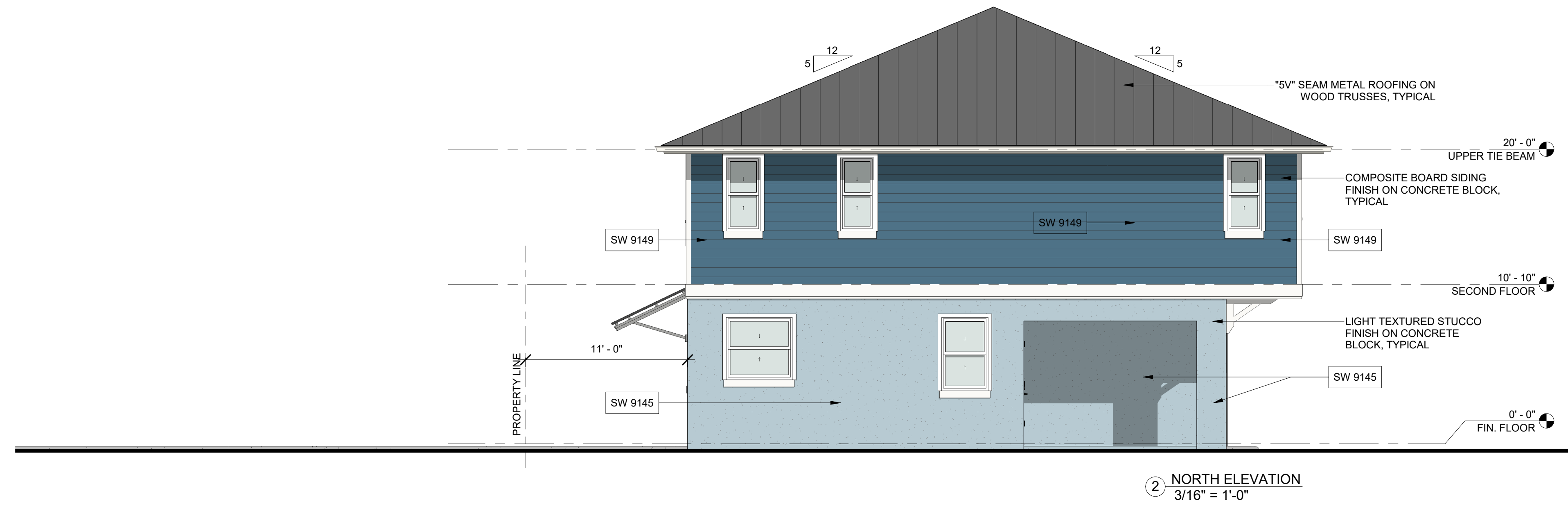
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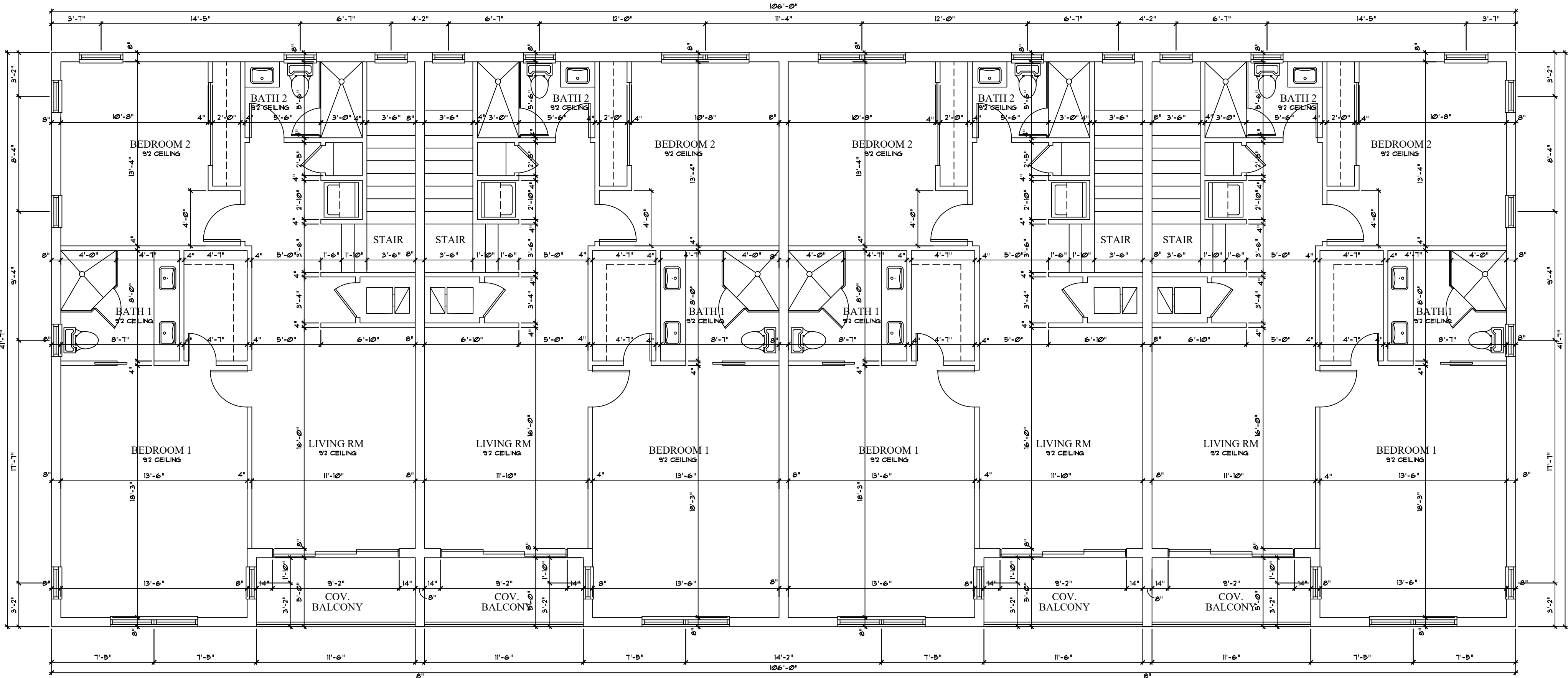


EAST ELEVATION

SCALE: 3/16"=1'-0"

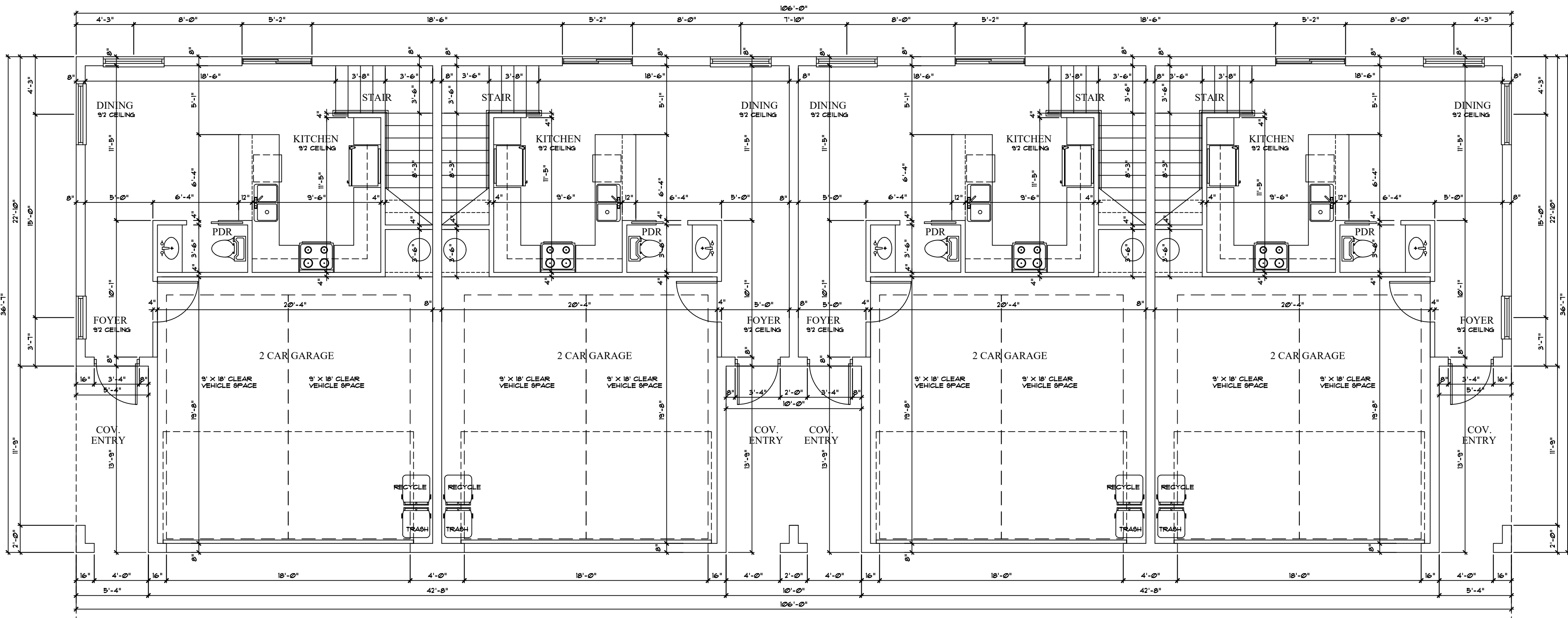






SECOND FLOOR PLAN

SCALE: 3/16"=1'-0"



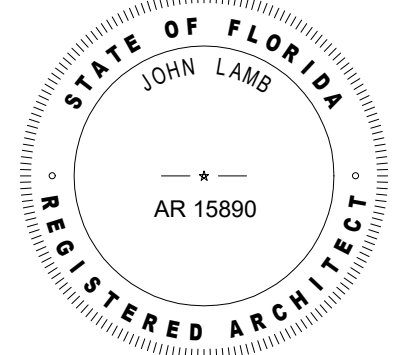
FIRST FLOOR PLAN

SCALE: 3/16"=1'-0"

AREA CALCULATIONS : UNITS A & D	
1ST FLOOR CONDITIONED AREA	= 462 SF.
2ND FLOOR CONDITIONED AREA	= 991 SF.
TOTAL CONDITIONED AREA	= 1,453 SF.
GARAGE	= 439 SF.
COVERED ENTRY	= 74 SF.
COVERED BALCONY	= 59 SF.
TOTAL ROOFED AREA(EACH UNIT)	= 2,025 SF.
AREA CALCULATIONS : UNITS B & C	
1ST FLOOR CONDITIONED AREA	= 454 SF.
2ND FLOOR CONDITIONED AREA	= 977 SF.
TOTAL CONDITIONED AREA	= 1,431 SF.
GARAGE	= 439 SF.
COVERED ENTRY	= 71 SF.
COVERED BALCONY	= 59 SF.
TOTAL ROOFED AREA(EACH UNIT)	= 2,000 SF.
AREA CALCULATIONS : TOTAL BUILDING	
FIRST FLOOR AREA	= 3,878 SF.
SECOND FLOOR AREA	= 4,172 SF.
TOTAL BUILDING AREA	= 8,050 SF.

REVISIONS	BY
DRC REVIEW	2-22-21
RE-SUBMITTAL	

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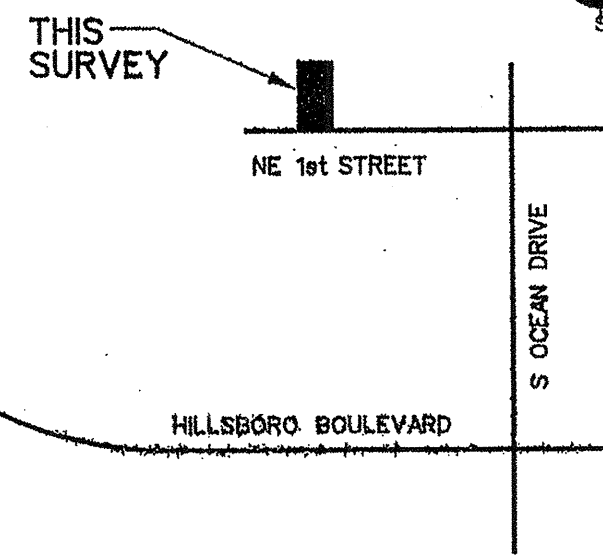


A TWO STORY 4 UNIT TOWNHOME FOR
D & S FUNDING, LLC.
1941 N.E. 1ST STREET
DEERFIELD BEACH, FLORIDA 33441

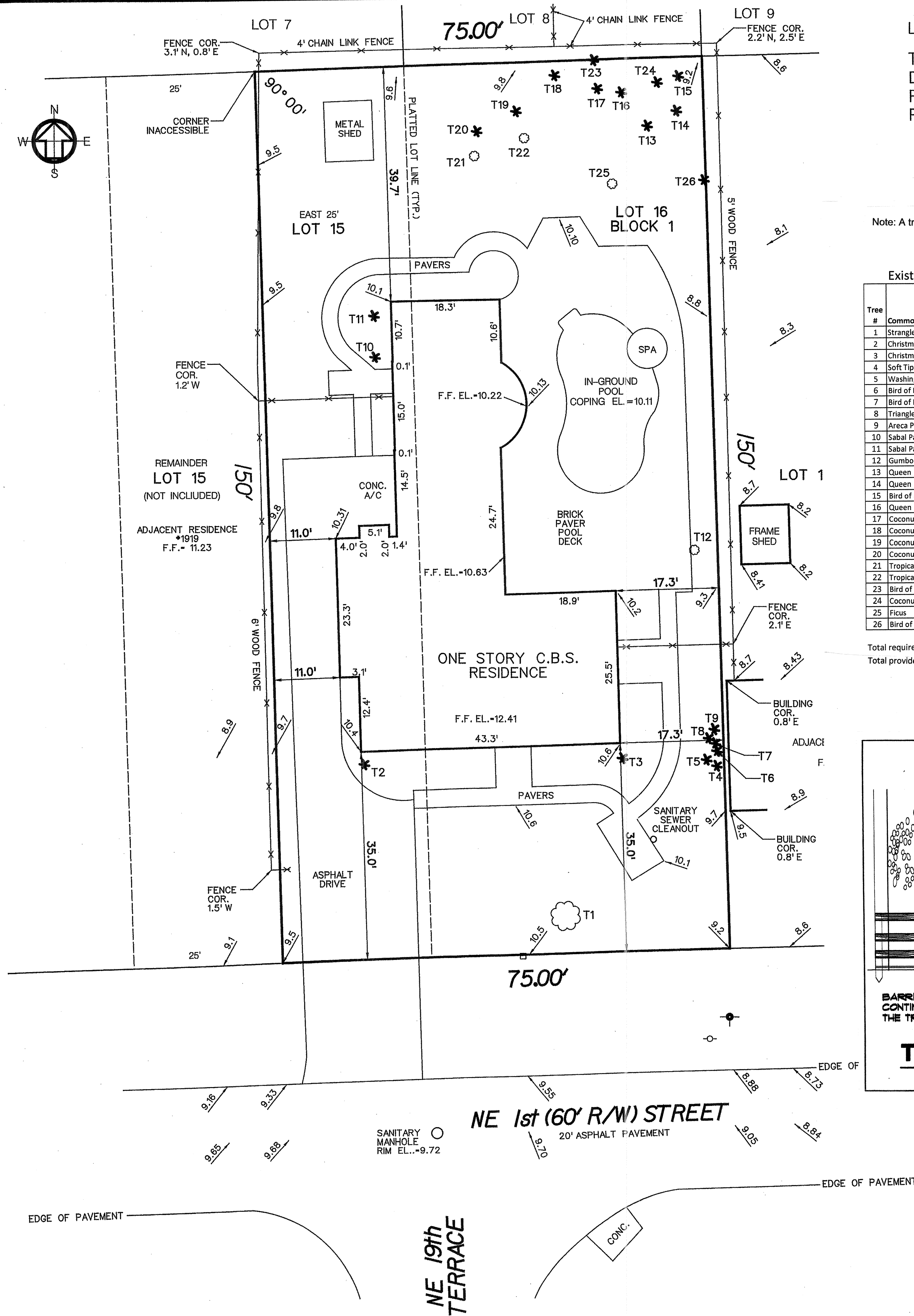
ARCHTYPE
DESIGN
INC.
JOHN LAMB
5485 WILLES ROAD SUITE 407
COCONUT CREEK, FL 33073
A0003503
AR0015890

SITE PLAN APPROVAL - SUBMITTAL

DRAWN
CHECKED JOHN L
DATE 9-28-20
SCALE AS NOTED
JOB NO. 220-130
SHEET 6.0
OF SHEETS



LOCATION SKETCH
NOT TO SCALE



LEGAL DESCRIPTION:

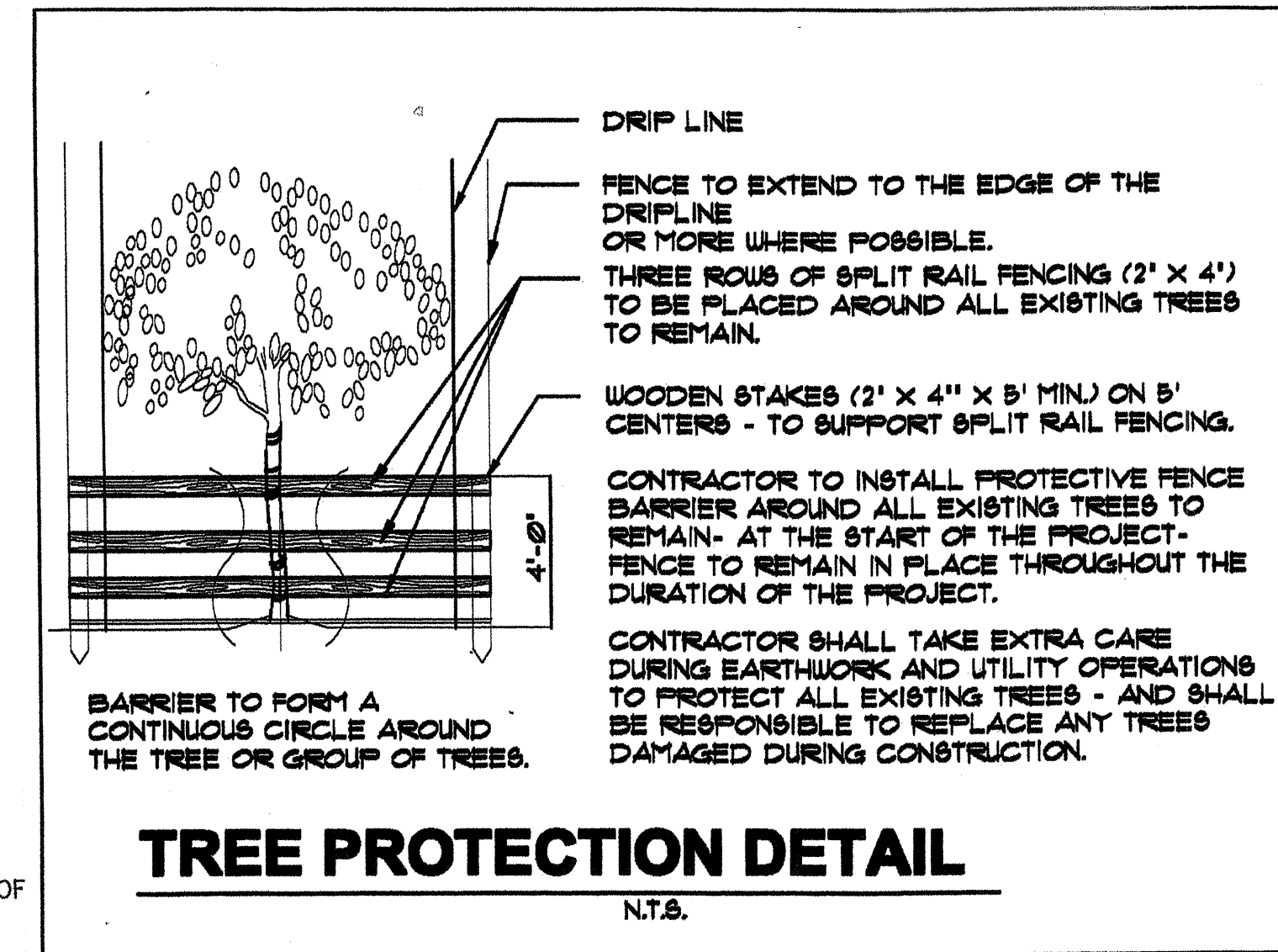
THE EAST 25 FEET OF LOT 15, AND ALL OF LOT 16, BLOCK 1, DEERFIELD BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Note: A tree removal permit is required prior to the removal of any trees on site.

Existing Trees

Tree #	Common Name	Botanical Name	DBH (inches)	Height (feet) CT for palms	Canopy (square feet)	Disposition	Mitigation
1	Strangler Fig	Ficus aurea	84	60	2462	Remove	3696 sf
2	Christmas Palm	Adonidia merrillii	triple	22	115	Remove	173 sf
3	Christmas Palm	Adonidia merrillii	triple	22	115	Remove	173 sf
4	Soft Tip Yucca	Yucca elephantipes	7			Remain	
5	Washington Palm	Washingtonia robusta	8	3		Remain	
6	Bird of Paradise	Strelitzia nicolai	9			Remain	
7	Bird of Paradise	Strelitzia nicolai	9			Remain	
8	Triangle Palm	Dypsis decaryi	10	6		Remain	
9	Areca Palm	Dypsis lutescens	multi	12		Remain	
10	Sabal Palm	Sabal palmetto	11	12		Transplant	
11	Sabal Palm	Sabal palmetto	13	14		Transplant	
12	Gumbo Limbo	Bursera simaruba	8	25	200	Remove	300 sf
13	Queen Palm	Syagrus romanzoffiana	8	18	113	Remove	170 sf
14	Queen Palm	Syagrus romanzoffiana	7	22	113	Remove	170 sf
15	Bird of Paradise	Strelitzia nicolai	9			Remove	
16	Queen Palm	Syagrus romanzoffiana	10	22	113	Remove	170 sf
17	Coconut Palm	Cocos nucifera	8	26		Remain	
18	Coconut Palm	Cocos nucifera	8	26		Remain	
19	Coconut Palm	Cocos nucifera	10	26		Remain	
20	Coconut Palm	Cocos nucifera	10	26		Remain	
21	Tropical Almond	Terminalia catappa	8			Remove	
22	Tropical Almond	Terminalia catappa	5			Remove	
23	Bird of Paradise	Strelitzia nicolai	6			Remove	
24	Coconut Palm	Cocos nucifera	5	26		Remain	
25	Ficus	Ficus sp	13	stump		Remove	
26	Bird of Paradise	Strelitzia nicolai	8			Remove	

Total required 4852 sf
Total provided 7 geiger trees = 1050 sf
1 oak = 300 sf
Remaining 3502 sf = 12 trees (\$200) = \$2400



Tree Disposition Plan
Scale 1"=10'-0"

LEGEND:

- SET 5/8" IR & CAP (LB 6893)
- △ NAIL & TAB
- PCP
- ⊙ PRM
- +1.5 ELEVATION
- ⚡ FIRE HYDRANT
- ⌒ CENTERLINE
- ⚡ LIGHT POLES
- MANHOLE (SANITARY)
- MANHOLE (STORM)
- ▣ CATCH BASIN
- ⊖ ELECTRIC SERVICE
- ⊖ TELEPHONE JUNCTION BOX
- ⊖ WATER METER
- ⊖ CABLE TV BOX
- ⊖ UTILITY POLE

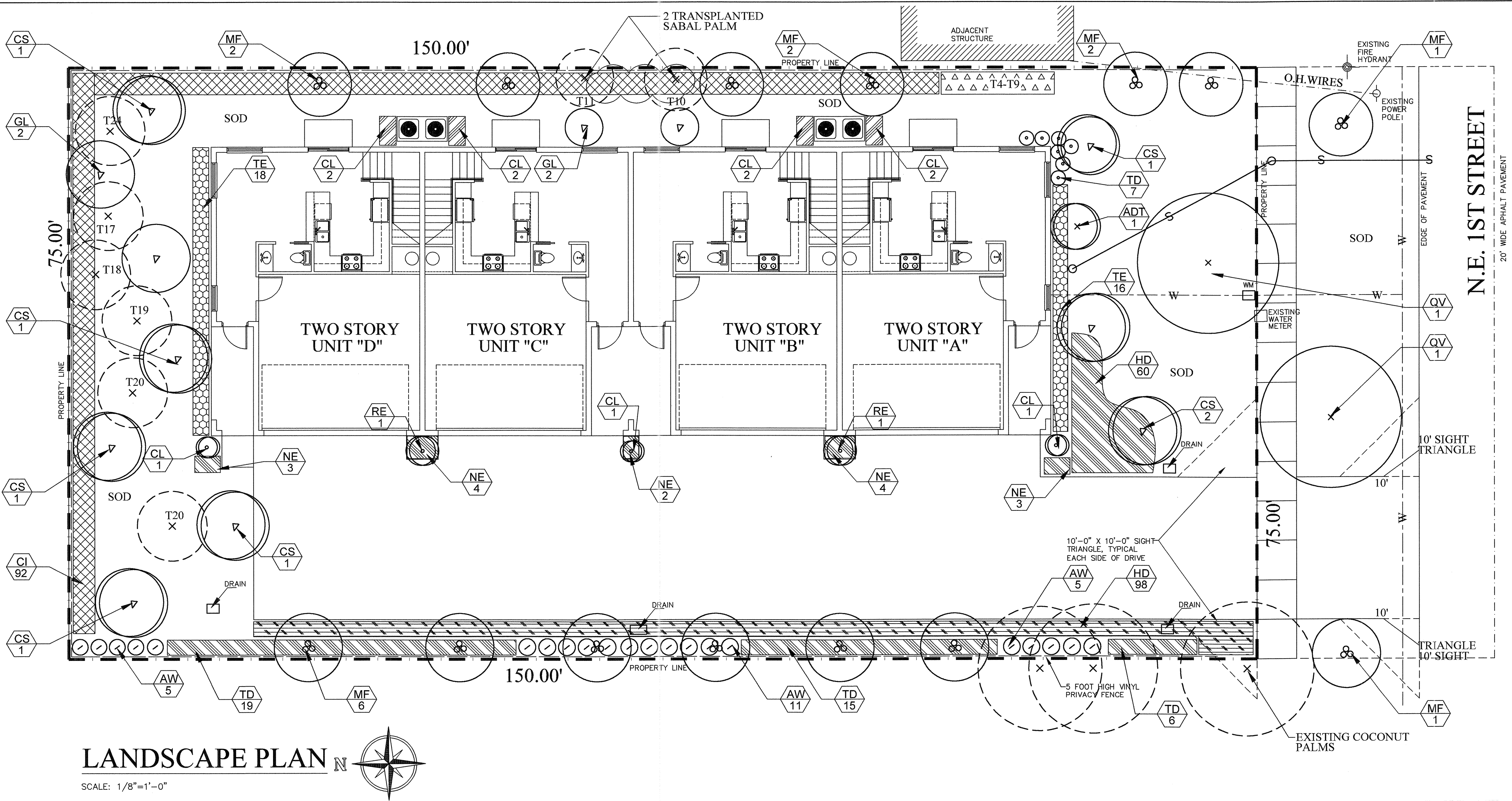
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5/8/19	
9/28/20	

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TWO STORY TOWNHOMES FOR
D & S FUNDING, LLC.
1941 NE 1ST STREET
DEERFIELD BEACH, FLORIDA

SEAL:
KIMBERLY MOYER, RLA
LANDSCAPE ARCHITECTURE
(954) 492-9609
LIC. NO. #A0000952

DRAWN
CHECKED
DATE 02/18/19
SCALE AS NOTED
JOB NO. 218-112
SHEET TD-1
OF SHEETS



LANDSCAPE PLAN

SCALE: 1/8"=1'-0"

LANDSCAPE NOTES

- All plant material shall be Florida No. 1 or better as given in the current Florida Grades and Standards for Nursery Plants, 2015, Florida Department of Agriculture and Consumer Services.
- All plant materials shall be subject to inspection and approval by the Landscape Architect at place of growth and upon delivery for conformity to specification.
- All plants shall be true to species and variety and shall conform to measurements specified. All substitutions shall be submitted to the City and Landscape Architect for final approval.
- All plants shall be exceptionally heavy, symmetrical, tight knit and so trained in appearance as to be superior to form, branching and symmetry.
- Contractor shall notify Sunshine 811 (call 811) for locations of existing utility lines 48 hours prior to beginning work. Contractor shall verify location of all utility lines and easements prior to commencing any work. Excavation in the vicinity of underground utilities shall be undertaken with care and by hand, if necessary. The Contractor bears full responsibility for this work and disruption or damage to utilities shall be repaired immediately at no expense to Owner.
- Grade B+, shredded sterilized Melaleuca or Eucalyptus mulch shall be used in all mass planting beds and for individual tree pits. All trees shall have a mulch ring with a depth of 3" and a diameter of 3'-4' around their base. All mulch shall be kept 4" from base of all plant material. Mulch beds shall be a minimum of 12" wider than plants measured from outside edge of foliage.
- Sod shall be St Augustine and free of weeds, insects, fungus and disease, laid with alternating and abutting joints.
- All trees and shrubs shall be backfilled with a suitable planting soil consisting of 50 percent sand and 50 percent approved compost. All plant materials shall be planted with a minimum of 6 to 18 inches of planting soil around the root ball. Refer to planting details. Planting soil to be backfilled into plant pits by washing in. Planting beds shall be free from road, pea, egg or colored rock, building materials, debris, weeds, noxious pests and disease.
- All sodded areas to have a minimum of 2" of planting soil as described in note #8.
- All trees shall be warranted by the Contractor and will be healthy and in flourishing condition of active growth one year from date of final acceptance.
- All shrubs, groundcovers, vines and sod shall be fully warranted for 90 days under same condition as above.
- All synthetic burlap, synthetic string or cords or wire baskets shall be removed before any trees are planted. All synthetic tape shall be removed from trunks, branches, etc. before inspection. The top 1/3 of any natural burlap shall be removed or tucked into the planting hole before trees are backfilled. Planting soil to be backfilled into pits by washing in.
- All trees and palms shall be planted with the top of their rootballs 1"-2" above finished grade. All other plants shall be planted with top of their rootballs no deeper than the final grade surrounding the planting area.
- In areas where paved surfaces abut sod or mulch, the final level of both surfaces should be even.
- All planting shall be installed with fertilizer at time of planting.
- All planting shall be installed in a sound, workmanlike manner and according to good planting procedures. Installation shall include watering, weeding, fertilizing, mulching, selective pruning and removal of refuse and debris on a regular basis so as to present a neat and well kept appearance at all times.
- All landscape and sod areas shall have an automatic irrigation system installed. Coverage should be 100% with 50% minimum overlap using rust free water to all landscape and sod areas. Spray upon public sidewalks, streets and adjacent properties should be minimized. Sodded areas and shrub/groundcover beds should be on separate irrigation zones for a more efficient system. Irrigation system shall be installed with a rainswitch device.
- All landscape and irrigation shall be installed in compliance with all local codes.
- The plan shall take precedence over the plant list, should there be any discrepancy between the two.

Landscape Code Requirements

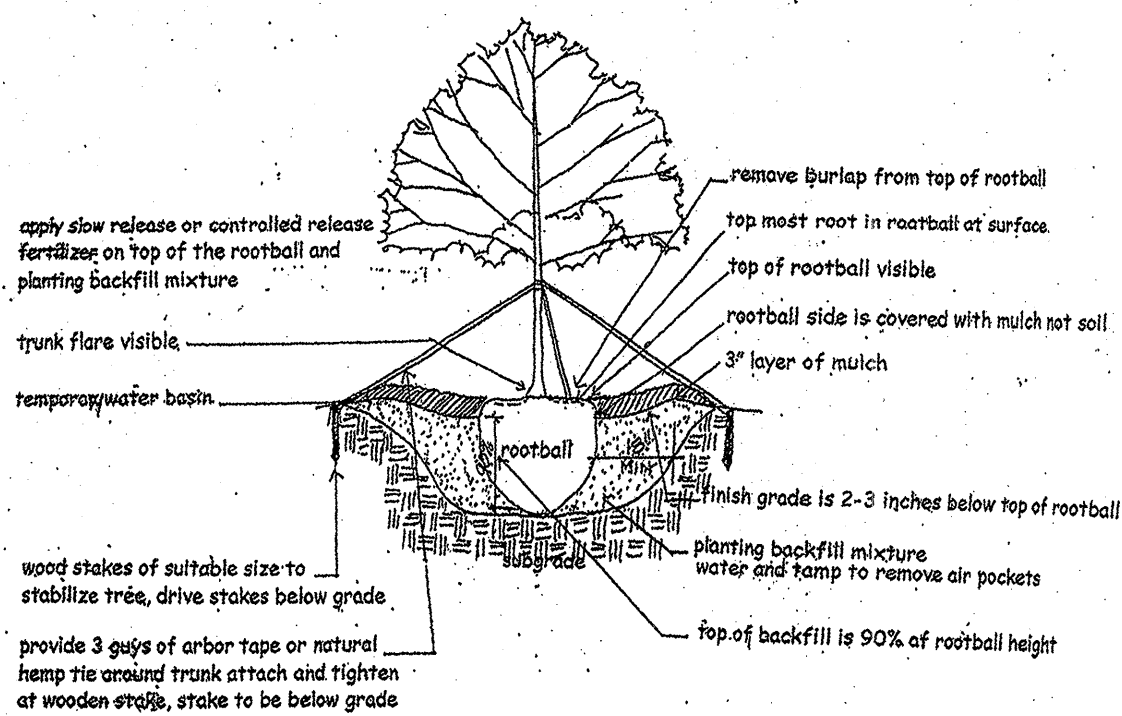
Description	Application	Calculation	Qty. Required	Qty. Provided
Site Trees	1 tree/ 1500 sf pervious	4561 sf/ 1500	4	4
Site Shrubs	20/ required tree	4 (20)	80	227
Perimeter Buffer	1 tree / 30 lf			
North		75/ 30	3	3
East		150/ 30	5	5
South		75/ 30	3	3
West		150/ 30	5	5
Street Trees	1/30 sf	75/ 30	3	3
Flowering Trees	10%	4 (.10)	1	1
Flowering Shrubs	10%	80 (.10)	34	34
Native Trees	40%	4 (.40)	2	2
Native Shrubs	50%	80 (.50)	40	132

Plant List

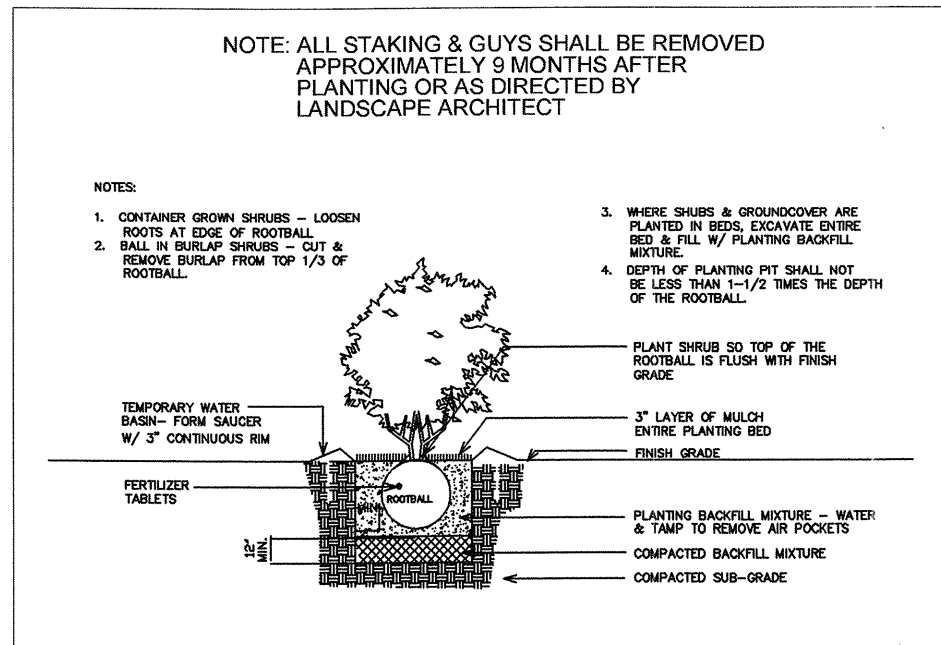
Trees/ Palms					
Sym	Qty	Botanical / Common Name	Size	Native	Drought Tolerance
ADT	1	Adonidia merrillii/ Christmas Palm	10' GW, triple trunk	No	High
CS	8	Cordia sebestena/ Orange Geiger Tree	10' Ht x 5' Spr, 2.5" cal	Yes	High
GL	4	Gymnanthes lucida/ Crabwood	10' Ht. x 5' Spr., 2.5" cal.	Yes	High
MF	14	Myrcianthes fragrans / Simpson's Stopper	10' Ht. x 5' Spr., 2.5" cal.	Yes	High
QV	2	Quercus virginiana/ Live Oak	16' Ht. x 5' Spr., 3" cal.	Yes	High
Shrubs/Groundcovers					
AW	21	Acalypha wilkesiana 'Java White' / Copperleaf	24" x 24", 24" O.C.	No	Low
CI	92	Chrysobalanus icaco / Cocoplum	24" x 24", 24" O.C.	Yes	Medium
CL	11	Clusia guttifera/ Small Leaf Clusia	36" x 24"	No	High
HD	158	Helianthus debilis/ Dune Sunflower	6" x 8", 18" O.C.	Yes	High
TD	40	Tripsacum dactyloides / Fakahatchee Grass	24" x 24", 24" O.C.	Yes	High
TE	34	Thunbergia erecta/ King's Mantle	24" x 24", 24" O.C.	No	Low
RE	2	Rhapis excelsa/ Lady Palm	5' Ht, 7 stem min, full	No	Medium
NE	16	Neoregelia 'Bossa Nova'/ Bromeliad	12" x 12", 18" O.C.	No	High
Sod		St. Augustine			
Mulch		Shredded Melaleuca or Eucalyptus			

Note: All trees and palms to be set so that rootballs are 10% above final grade.

- Notes:
- Set tree plumb to finish grade.
 - No soil or mulch shall be placed over the rootball.
 - All staking & guys shall be removed approximately 8 months after planting or as directed by Landscape Architect.
 - Do not cut central leader or top of tree.



TREE STAKING DETAIL



SHRUB PLANTING DETAIL

REVISIONS	BY
05-08-19	
9/28/20	

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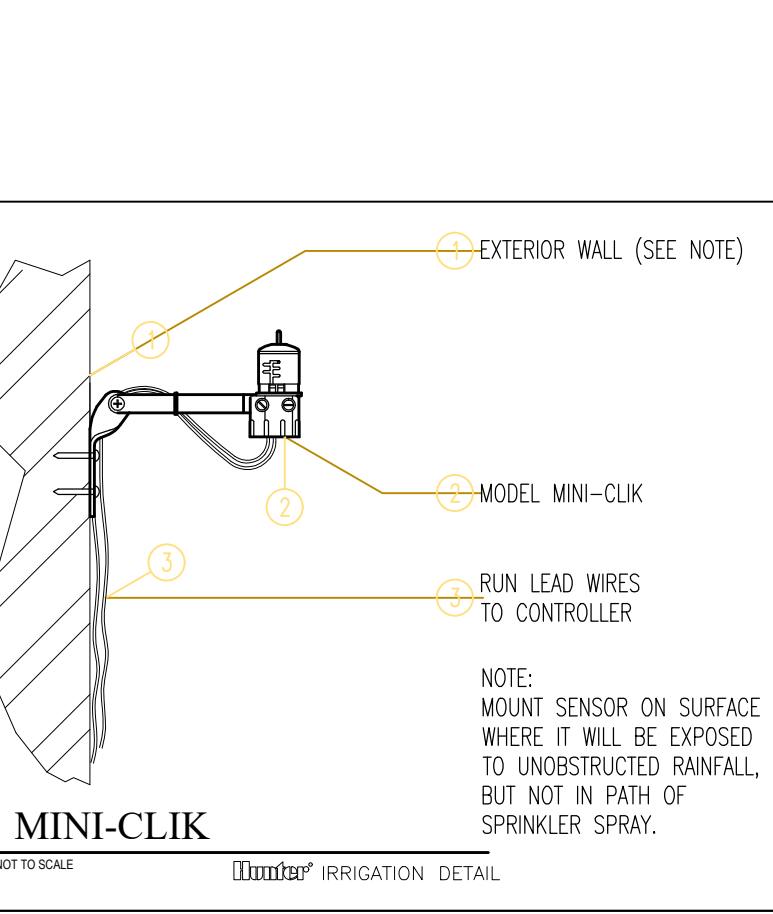
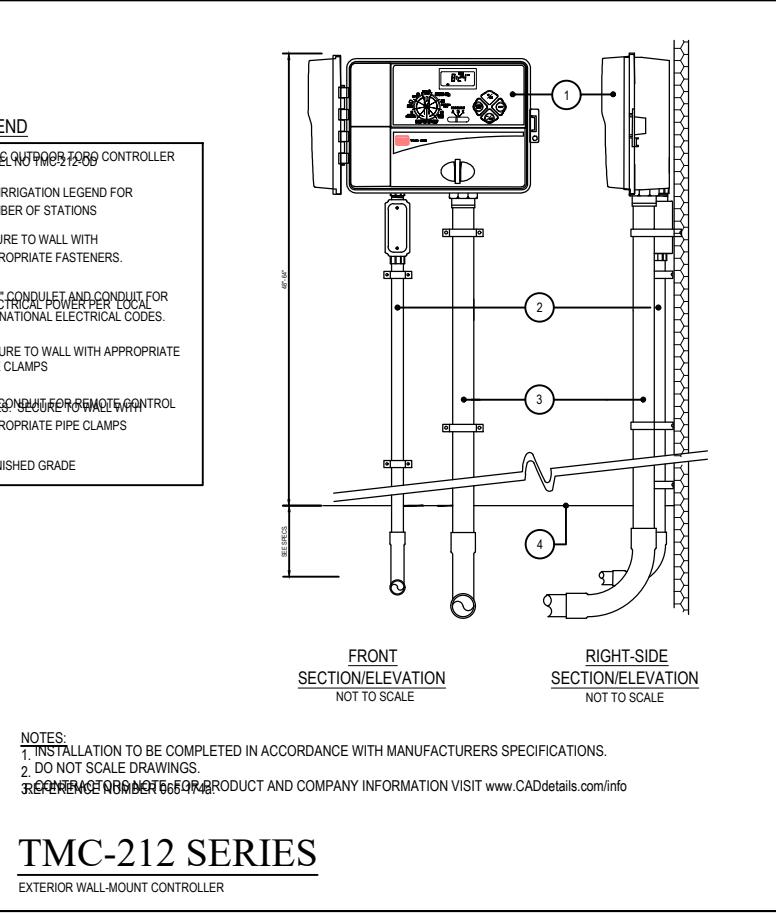
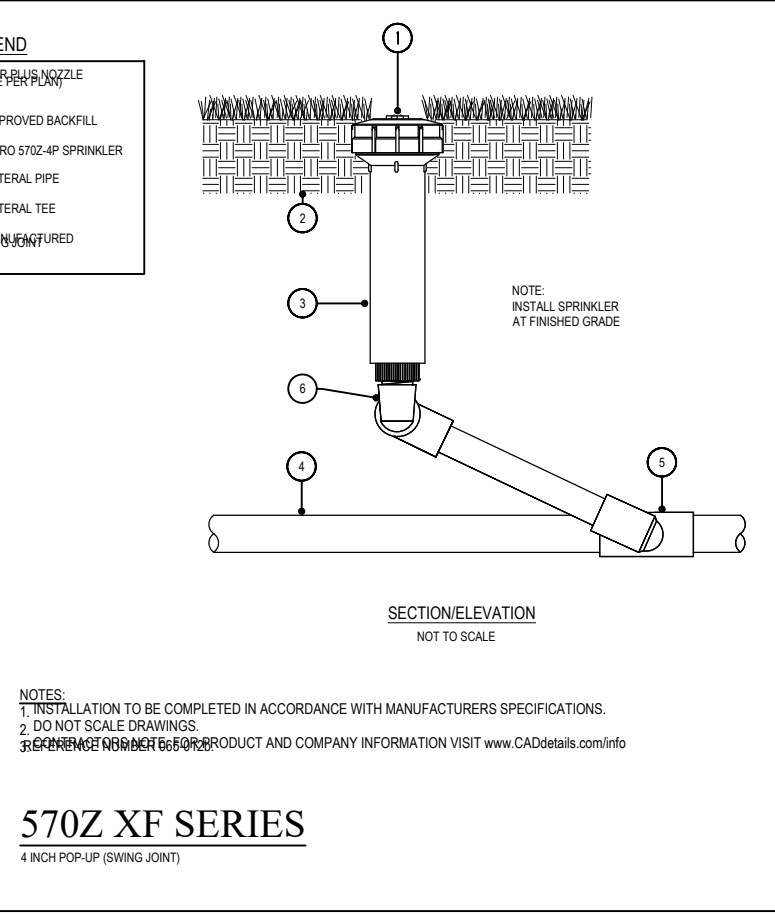
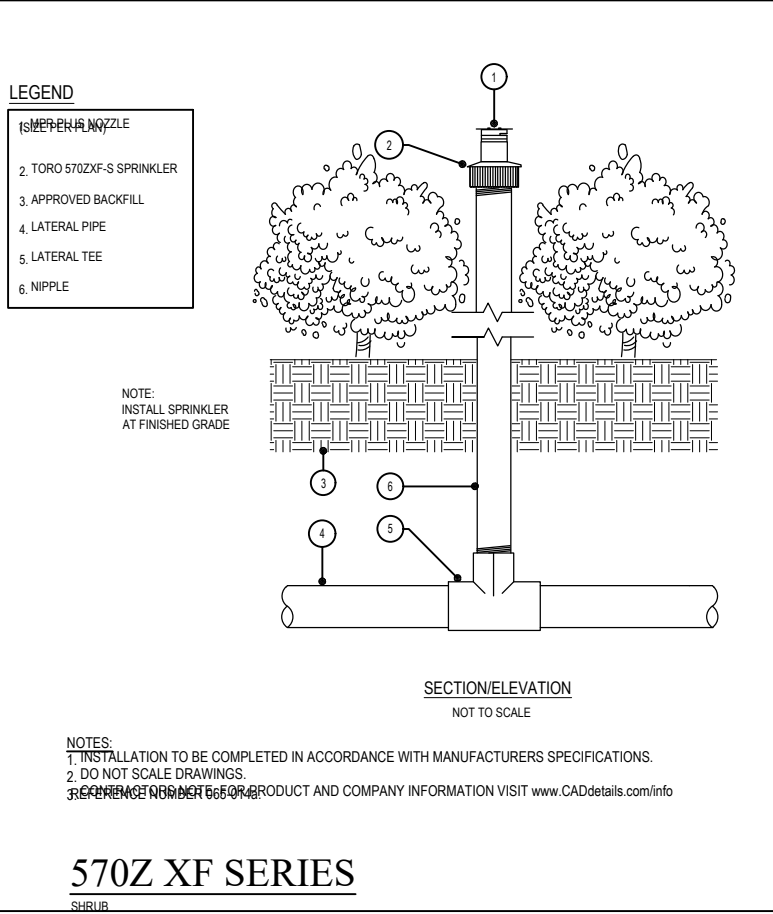
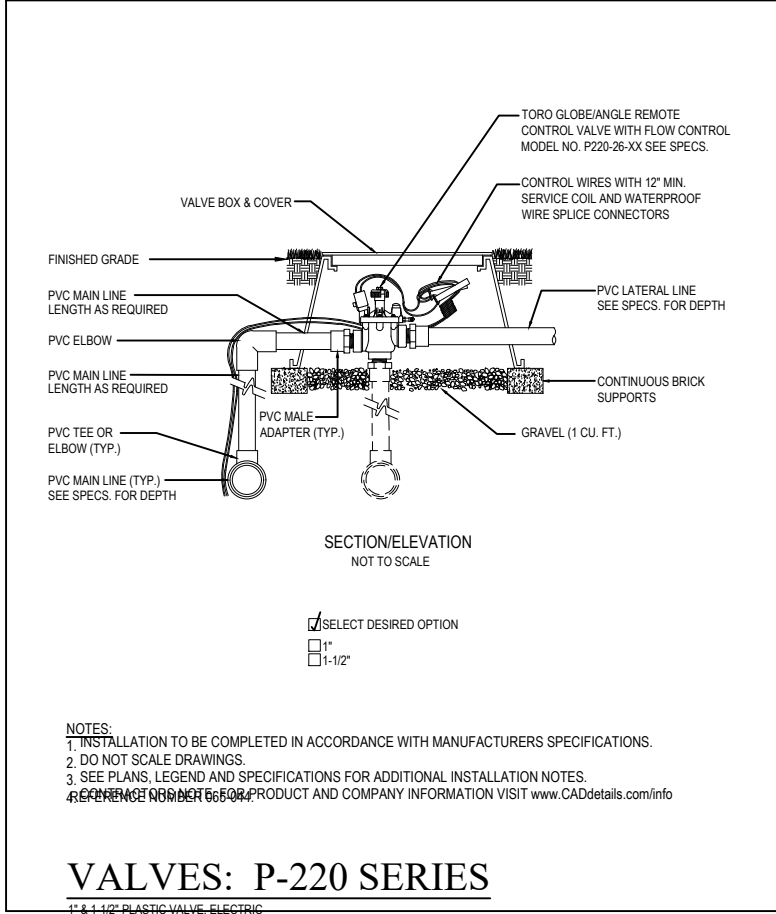
TWO STORY TOWNHOMES FOR
D & S FUNDING, L.L.C.
1941 N.E. 1ST STREET
DEERFIELD BEACH, FLORIDA

SEAL:
KIMBERLY MOYER, RLA
LANDSCAPE ARCHITECTURE
(954) 492-9609
LIC. NO. #A0000952

DRAWN
J.G.
CHECKED
KIM MOYER
DATE
02-28-19
SCALE
AS NOTED
JOB NO.
218-112
SHEET

L-1

OF SHEETS



GENERAL IRRIGATION NOTES

THIS DESIGN IS DIAGNOSTIC. ALL PIPING, VALVES, ECT., SHOWN WITHIN PAVED AREAS ARE FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN PLANTING AREAS WHERE POSSIBLE.

THIS SYSTEM HAS BEEN DESIGNED TO CONFORM WITH THE REQUIREMENTS OF THE APPLICABLE CODES. SHOULD ANY CONFLICT EXIST, THE REQUIREMENTS OF THE CODES SHALL PREVAIL.

ALL SPRINKLER EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.

IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, RETAINING WALLS, STRUCTURES AND UTILITIES. THE IRRIGATION CONTRACTOR SHALL REPAIR OR REPLACE ALL ITEMS DAMAGED BY HIS WORK. HE SHALL COORDINATE HIS WORK WITH OTHER CONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE SLEEVES AND LATERALS THROUGH WALLS, UNDER ROADWAYS AND PAVING, ECT.

THE IRRIGATION CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE LANDSCAPE PLAN AND COORDINATE THE INSTALLATION WITH THE LANDSCAPE CONTRACTOR.

DO NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN THE AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.

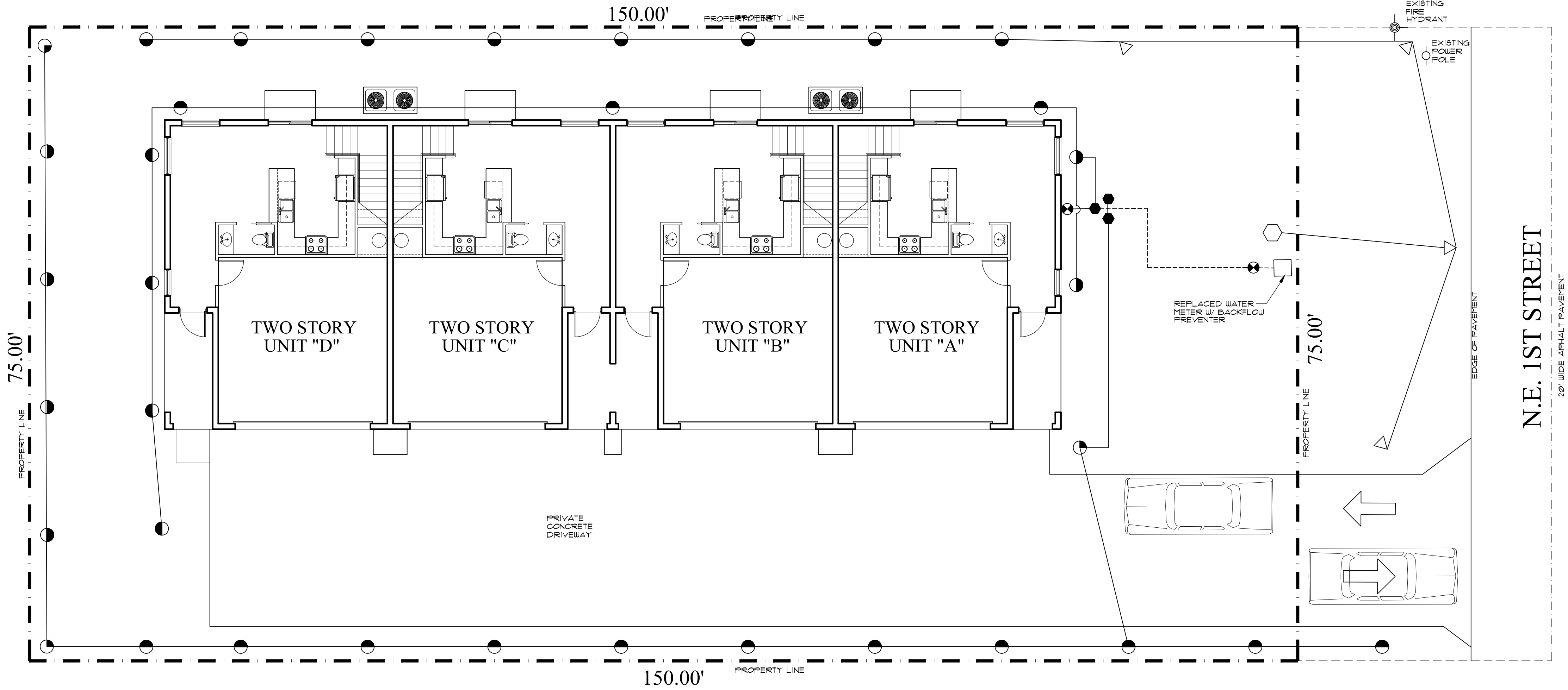
THE IRRIGATION CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS AND VALVES FOR OPTIMUM COVERAGE WITH NO OVERSPRAY ON TO WALKS, STREETS, WALLS, ECT. TO ELIMINATE OVERSPRAY, LOW ANGLE AND VARIABLE ARC NOZZLES MAY BE SUBSTITUTED FOR STANDARD SPRAY NOZZLES.

ALL PIPE AND WIRE INSTALLED BENEATH PAVING SHALL BE SLEEVED IN SCHEDULE 40 PVC PIPE.

UNLESS OTHERWISE SPECIFIED SHRUB TYPE HEADS MAY BE SUBSTITUTED FOR 6" (OR LESS) POP-UP HEADS AS LANDSCAPING DICTATES. RISER EXTENDERS MAY BE USED ON POP-UP HEADS.

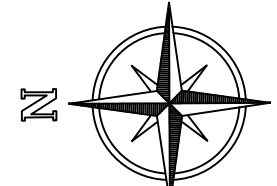
ALL SHRUB RISERS SHALL BE SCHEDULE 40 PVC AND PAINTED FLAT OR SATIN BLACK. RISERS SHALL BE SUPPORTED WITH REBAR OR ANGLE IRON SECURED BY STAINLESS STEEL CLAMPS.

THIS SYSTEM HAS BEEN DESIGNED TO PROVIDE A 100% COVERAGE WITH 100% OVERLAP. ALL WATER USED FOR IRRIGATION SHALL BE RUST FREE. IF A CHEMICAL INJECTION SYSTEM IS USED IN A WELL WATER SYSTEM, THE WELL SHALL BE PROTECTED IN ACCORDANCE WITH FLORIDA STATE LAW.



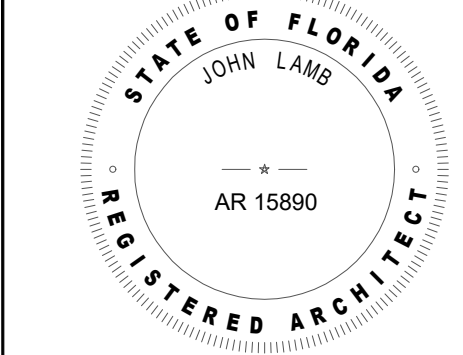
IRRIGATION PLAN

SCALE: 1/8"=1'-0"



REVISIONS	BY

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A TWO STORY 4-UNIT TOWNHOME FOR
D & S FUNDING, LLC.
1941 N.E. 1ST STREET
DEERFIELD BEACH, FLORIDA 33441

ARCHTYPE
DESIGN
INC.
JOHN LAMB
(954) 978-9340
5485 WILES ROAD SUITE 407
COCONUT CREEK, FL 33073
AA000303
AR0015890

DRAWN
CHECKED JOHN L.
DATE 9-28-20
SCALE AS NOTED
JOB NO. 220-130
SHEET IR-1
OF SHEETS

SITE PLAN APPROVAL - SUBMITTAL



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-743

Agenda Date: 6/15/2021

Status: PUBLIC HEARING - FIRST
READING

In Control: City Commission

Title

ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS IN THE AMOUNT OF \$2,341,275 FROM THE BUILDING FUND TO THE GENERAL FUND TO REIMBURSE THE GENERAL FUND FOR THE PRIOR YEARS BUILDING FUND EXPENDITURES, AND \$1,920,226 FROM THE FUND BALANCE OF THE GENERAL FUND TO THE GENERAL FUND APPROPRIATIONS IN ORDER TO COVER THE FY 2020 ENCUMBERED PURCHASE ORDERS THAT WERE CARRIED FORWARD TO FY 2021; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set second public hearing for July 20, 2021

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In accordance with Section 166.241(5)(c), Florida Statutes, the governing body of each municipality, at any time within a fiscal year or within 60 days after, may amend the budget for a purpose not specifically authorized in Section 166.241 paragraph (5)(a) or paragraph (5)(b), must adopt the budget amendment in the same manner as the original budget. This proposed amendment to the budget meets this requirement.

Article 5 of the City Charter provides that if there are revenues in excess of those estimated in the budget, the Commission by ordinance may make supplemental appropriations for the year up to the amount of such excess. This budget amendment is requesting to appropriate the excess revenue to expend for other contractual services.

Carry forward of FY2020 Purchase Orders Encumbrances

The Operating Budget Development and Controls of the City's Accounting Policies and Procedures adopted by Commission in 2018 states the City adopts annual operating budgets on a non-GAAP budgetary basis for the General Fund and the enterprise funds, as well as the following special revenue funds: Road and Bridge Tax Fund, Community Development Block Grant Fund, and the Community Redevelopment Agency Fund. The remaining special revenue funds are governed by grants with different fiscal periods and are funded at levels that the City has little control over or measurable knowledge of at the time the City adopts the other budgets.

For budgetary control purposes, encumbrance accounting is utilized, whereas purchase orders, contracts and other financial commitments for expenditures are recorded in order to reserve that portion of the applicable appropriation. Encumbrances outstanding at year-end are reported as reservations of fund balance, since they do not constitute expenditures or liabilities. Unless encumbered by a purchase order, the budget appropriations lapse at the end of each year.

Therefore, encumbered purchase orders were carried forward or re-encumbered into the new fiscal year and the expenditure budget modified or increased by the amount of the re-encumbrance. No adjustment to the revenue budget to appropriate the corresponding reservation of the funding source occurred.

Building Permit Fund

In March 2020, a budget amendment in the amount of \$2,341,276 from Fund Balance to the General Fund and from the General Fund to the newly created Building Permit Fund was requested and approved to appropriate additional building fee revenue received from increased building, inspection and permitting activity that occurred in FY2019 to cover the related tru-up expenditures.

Current Activity

Carry forward of FY2020 Purchase Orders Encumbrances

For FY2021, encumbered purchase orders from FY2020 and older were carried forward or re-encumbered without modifying the current budget in order to keep the budget balance. Each account and purchase order was thoroughly reviewed and discussions were conducted with departments regarding the status of the purchase orders. The carry forward portion of the Budget Amendment request is the result of the completed analysis of what is needed.

This budget amendment will keep the General Fund in budgetary balance with the appropriation of not only the expenditure, but also the revenue source of funding to increase clarity and transparency.

Building Permit Fund

The expenditures that the Building Permit Fund budget amendment covered were FY2019 related and therefore those expenses were accrued or recognized in FY2019 General Fund as the Building Permit Fund did not exist in FY2019. Therefore, the excess \$2.3M recognized in the Building Permit Fund's Fund Balance at FYE2020 should be transferred to the General Fund to reimburse for those FY2019 expenditures.

Recommendation

Staff recommends approval of the Ordinance.

ORDINANCE NO. 2021/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS IN THE AMOUNT OF \$2,341,275 FROM THE BUILDING FUND TO THE GENERAL FUND TO REIMBURSE THE GENERAL FUND FOR THE PRIOR YEARS BUILDING FUND EXPENDITURES, AND \$1,920,226 FROM THE FUND BALANCE OF THE GENERAL FUND TO THE GENERAL FUND APPROPRIATIONS IN ORDER TO COVER THE FY 2020 ENCUMBERED PURCHASE ORDERS THAT WERE CARRIED FORWARD TO FY 2021; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, pursuant to Section 166.241(5), Florida Statutes, "the governing body of each municipality at any time within the fiscal year or within 60 days following the end of the fiscal year may amend a budget for that year"; and

WHEREAS, the City Manager has certified that there are revenues or unappropriated fund balance available for appropriation in excess of those originally estimated in the budget for the fiscal year ending September 30, 2021; and

WHEREAS, pursuant to Section 5.05(1) of the City Charter, the City Commission may, by Ordinance, make supplemental appropriations for the fiscal year, up to the amount of such excess revenues and unappropriated fund balance; and

WHEREAS, the proposed budget amendment, attached and incorporated herein as Exhibit "A", authorizes supplemental appropriations and budget transfers: (i) in the amount of \$2,341,276 from the Building Permit Services Fund ("Building Fund") to the General Fund to reimburse the General Fund for the prior years Building Fund expenditures, and (ii) in the amount of \$1,920,226 from the Fund Balance of the General Fund to the General Fund appropriations in order to cover the Fiscal Year 2020 encumbered purchase orders that were carried forward to Fiscal Year 2021 (collectively, the "Amendments"); and

WHEREAS, City staff recommends approving the Amendments to the City's budget for the fiscal year ending September 30, 2021, as set forth in the attached Exhibit "A", (the "Budget Amendment").

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

Section 1. That the above "WHEREAS" clauses are true and correct and are made a part hereof.

Section 2. That the Budget Amendment, as set forth in the attached Exhibit “A”, is hereby approved.

Section 3. That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Ordinance.

Section 4. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 6. This Ordinance shall take effect immediately upon its passage and adoption on Second Reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2021.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

"EXHIBIT A"
CITY OF DEERFIELD BEACH, FLORIDA
BUDGET AMENDMENT
FISCAL YEAR ENDING SEPTEMBER 30, 2021

GENERAL FUND	ORIGINAL	BUDGET	BUDGET	AMENDED
ESTIMATED REVENUES:	BUDGET	AMENDMENT	AMENDMENT	BUDGET
Property taxes	46,096,554	-	-	46,096,554
Sales and Use Taxes	1,277,474	-	-	1,277,474
Public Service Taxes	8,102,223	-	-	8,102,223
Franchise Fees & Business Taxes	7,627,821	-	-	7,627,821
Licenses and Permits	712,632	-	-	712,632
Intergovernmental Revenue	7,249,201	-	-	7,249,201
Charges for Services	8,029,735	-	-	8,029,735
Fines and Forfeitures	936,500	-	-	936,500
Fire Assessment Fees	13,014,824	-	-	13,014,824
Capital Lease Proceeds	1,700,395	-	-	1,700,395
Loan Proceeds	4,500,000	-	-	4,500,000
Miscellaneous Revenues	8,483,070	-	-	8,483,070
TOTAL SOURCES	107,730,429	-	-	107,730,429
Transfers In	2,105,540	-	2,341,276	4,446,816
Fund Balances/Reserves	1,733,314	1,920,266	-	3,653,580
TOTAL REVENUES, TRANSFERS & BALANCES	111,569,283	1,920,266	2,341,276	115,830,825
EXPENDITURES:				
City Commission	401,744	-	-	401,744
City Manager	777,447	-	-	777,447
City Clerk	676,774	-	-	676,774
City Attorney	621,000	2,472	-	623,472
Central Services	7,381,319	-	-	7,381,319
Financial Services	2,528,739	13,182	-	2,541,921
Human Resources	723,733	-	-	723,733
Planning & Development Services	2,279,642	71,499	-	2,351,141
Information Technology Services	2,074,681	-	-	2,074,681
Economic Development	342,081	-	-	342,081
Internal Logistics Management	-	183,889	-	183,889
Legislative & Community Affairs	465,503	-	-	465,503
Public Affairs & Marketing	492,930	-	-	492,930
Law Enforcement	28,041,340	-	-	28,041,340
Fire/Rescue	36,179,627	1,241,811	-	37,421,438
Ocean Rescue	2,035,476	-	-	2,035,476
Sustainable Management	1,054,684	-	-	1,054,684
Environmental Services	2,359,824	356,874	-	2,716,698
Parks & Recreation	11,442,087	4,500	-	11,446,587
Non-Departmental	11,367,958	46,038	-	11,413,996
Community Participation	50,000	-	-	50,000
Debt Service	272,694	-	-	272,694
TOTAL EXPENDITURES	111,569,283	1,920,265	-	113,489,548
Transfers Out	-	-	-	0
Fund Balances/Reserves/Net Assets	-	-	2,341,276	2,341,276
TOTAL APPROPRIATED EXPENDITURES				
TRANSFERS, RESERVES & BALANCES	111,569,283	1,920,265	2,341,276	115,830,824
BUILDING PERMIT SERVICES FUND				
ESTIMATED REVENUES:	ORIGINAL	BUDGET	BUDGET	TOTAL
	BUDGET	AMENDMENT	AMENDMENT	AMENDED
			TWO	BUDGET
Building Permits	5,031,500	-	-	5,031,500
TOTAL SOURCES	5,031,500	-	-	5,031,500
Fund Balances/Reserves	-	-	2,341,276	2,341,276
TOTAL REVENUES, TRANSFERS & BALANCES	5,031,500	-	2,341,276	7,372,776
EXPENDITURES:				
Planning & Development Services	4,912,121	-	-	4,912,121
Non-Departmental	119,379	-	-	119,379
TOTAL EXPENDITURES	5,031,500	-	-	5,031,500
Transfers Out	-	-	2,341,276	2,341,276
Fund Balances/Reserves/Net Assets	-	-	-	-
TOTAL APPROPRIATED EXPENDITURES				
TRANSFERS, RESERVES & BALANCES	5,031,500	-	2,341,276	7,372,776



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-722

Agenda Date: 6/15/2021

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2021-081: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES CHAPTER 2 "ADMINISTRATION," ARTICLE III "OFFICIALS, OFFICERS AND EMPLOYEES," DIVISION 2 "TRAVEL EXPENDITURES POLICY" TO PROVIDE FOR THE ADOPTION OF TRAVEL POLICIES AND PROCEDURES BY RESOLUTION AND TO PROVIDE FOR CONSISTENCY WITH STATE LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

This Ordinance revises Sections 2-221, et. seq. of the City Code to provide for the adoption of travel policies and procedures by resolution and to provide for consistency with state law.

Staff will present a travel policy and procedures (the "Travel Policy") for City Commission approval at second reading of this Ordinance. The Travel Policy will:

1. Describe the types of travel related expenditures that are reimbursable by the City.
2. Inform employees of their responsibilities to control and report travel expenses.
3. Describe the process for an employee to file and obtain travel reimbursement for travel expenses.
4. Provide for per diem rates in accordance with applicable state law.

Recommendation

Staff recommends approval.

ORDINANCE NO. 2021/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES CHAPTER 2 “ADMINISTRATION,” ARTICLE III “OFFICIALS, OFFICERS AND EMPLOYEES,” DIVISION 2 “TRAVEL EXPENDITURES POLICY” TO PROVIDE FOR THE ADOPTION OF TRAVEL POLICIES AND PROCEDURES BY RESOLUTION AND TO PROVIDE FOR CONSISTENCY WITH STATE LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the City Commission finds it to be in the best interests of the City to amend the City Code to provide for the adoption of travel policies and procedures by resolution and to provide for consistency with state law.

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

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

Section 2. Chapter 2 “Administration,” Article III “Officials, Officers and Employees,” Division 2 “Travel Expenditures Policy,” of the City Code of Ordinances is hereby amended to read as follows:¹

Chapter 2 – ADMINISTRATION

ARTICLE III – OFFICIALS, OFFICERS AND EMPLOYEES

DIVISION 2. TRAVEL EXPENDITURES POLICY

~~Sec. 2-221. Provisions of division to supersede state law.~~

~~The provisions of this division are intended to be in complete substitution of the provisions of F.S. § 112.061 or any successor to such statute.~~

Sec. 2-221~~2~~. Generally.

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

The city will pay the reasonable travel expenses of city commission members, officers, employees, board members and committee members incurred in connection with authorized city travel, subject to compliance with all applicable City Commission adopted travel policies and procedures. Mileage, ~~however,~~ for use of one's own automobile or other vehicle, when such use is on behalf of the city and has been authorized, will be paid at the rate authorized by the Internal Revenue Service (IRS) for computing the value of personal use of an employer-supplied vehicle. Only reasonable travel expenses may be reimbursed. The city manager shall be the final arbiter in determining whether any particular travel expense of any traveler, except city commission members, is reasonable ~~or~~ unless a travel expense is specifically authorized by the city commission. ~~The city manager shall receive city commission approval prior to any travel which is to be reimbursed by the city outside the tri-county area.~~ The City Manager's travel budget shall be approved by the City Commission as a line item in the budget during the annual budget approval process.

The City Commission may, by resolution, adopt additional travel policies and procedures governing travel expenses of city commission members, officers, employees, board members and committee members.

~~Sec. 2-223. Advancement travel authorization and advancement of funds.~~

~~Persons shall obtain authorization for city travel and, if needed, an advancement of funds for use on their trip by completing a travel approval form and having it signed by their department head (if applicable) and the city manager (if applicable). No advancement of funds shall be made for persons who are accompanying an authorized traveler but who are not on official city business themselves. If, as a matter of convenience, the authorized traveler wishes the city to make travel arrangements for said persons, all costs of such travel arrangements must be paid to the city before the city proceeds with said arrangements. When the trip has been concluded, the traveler will file with the city manager a signed travel expense form setting forth the reasonable expenses incurred for which city payment is sought. Any difference between the amount advanced and the reasonable expenses shall either be returned to the city or reimbursed to the traveler, whichever is appropriate under the circumstances.~~

~~Sec. 2-224. Filing of expense form.~~

~~The traveler shall, when the trip has been concluded, file with the city manager a signed travel expense form setting forth the reasonable expenses incurred for which city payment is sought. The reasonable expenses incurred will then be reimbursed by the city to the traveler. A signed travel expense form, accompanied by receipts documenting the expenses set forth on said form, must be filed after completion of the trip, whether an advance has been received or not. If a travel expense form has not been filed within 40 days of the conclusion of a trip, the city shall not reimburse expenses, and in the case of undocumented advancements, shall have the right to deduct the amount of said undocumented advancements from future salary payments.~~

~~Sec. 2-225~~2. Proof of expenditures; per diem rates; settlement.

~~The city administration shall require~~ Travelers seeking reimbursement of travel expenses shall provide proof that expenditures were actually incurred, in accordance with the City's travel

~~policy and procedures, the nature of those expenditures, and the relation to the authorized trip by requiring the submittal of receipts and/or other appropriate documentation. If adequate proof relating to any one or all of the foregoing categories is not submitted, reimbursement of such expenses shall not be made. The travel expense forms are to be filed with the office of management and budget after they have been approved by the appropriate department head (if applicable) and the city manager. At that time the proper settlement shall be made as described in section[s] 2-223 and 2-224. Reimbursement of travel expenses shall be subject to the regulations set forth in the City's travel policy and procedures. The per diem rates shall not exceed the maximum rates set by applicable law.~~

~~A traveler on official city business which requires overnight lodging may request a per diem payment of \$70.00 for lodging and meals for each full day (24 hours) of travel that includes an overnight stay in lieu of submitting receipts for said lodging and meals. The traveler shall be reimbursed one-fourth of the authorized rate per diem for each quarter, or fraction thereof, of the travel day included within his travel period. If a traveler wishes to be reimbursed for meals in lieu of submitting receipts for those meals, they shall be reimbursed at the rate of \$5.00 for breakfast, \$7.00 for lunch and \$12.00 dollars for dinner.~~

The city manager shall keep the commission regularly advised of the status of the commission travel budget and expenditures and the percentage of the travel budget expended. The city commission shall approve any travel expenses, which exceed budgeted amounts.

Secs. 2-226~~3~~—2-245. Reserved.

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

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

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

Section 6. That this Ordinance shall take effect immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2021.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

**CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, June 15, 2021** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting) to consider the following:

P.H. 2021-081: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES CHAPTER 2 "ADMINISTRATION," ARTICLE III "OFFICIALS, OFFICERS AND EMPLOYEES," DIVISION 2 "TRAVEL EXPENDITURES POLICY" TO PROVIDE FOR THE ADOPTION OF TRAVEL POLICIES AND PROCEDURES BY RESOLUTION AND TO PROVIDE FOR CONSISTENCY WITH STATE LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Copies of the Ordinances are available for public inspection in the City Clerk's Office, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441. All interested persons are urged to virtually attend the Public Hearing(s), send a representative or express their views by letter.

You may either be present in person at the Public Hearing(s) or attend online or by phone virtually utilizing Zoom, represented by counsel or letter. All interested persons take due notice of the time and place of the Public Hearing and govern yourselves accordingly.

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

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

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Friday, June 4, 2021



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-751

Agenda Date: 6/15/2021

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the updated city travel policy and procedures; providing for implementation, conflicts, and an effective date.
(Departmental Business)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On June 15, 2021, the City Commission adopted an ordinance amending Chapter 2 “Administration,” Article III “Officials, Officers and Employees,” Division 2 “Travel Expenditures Policy,” of the City Code of Ordinances to provide for the adoption of travel policies and procedures by resolution and to provide for consistency with state law.

Current Activity

The purpose of the City’s Travel Policy and Procedures (the “Travel Policy”) is to describe the types of travel-related expenditures that are reimbursable, inform employees of their responsibilities to control and report travel expenses, and describe the process for requesting travel reimbursement. The Travel Policy applies to all City employees and advisory board members whenever they are traveling on official City business or attending a conference in connection with their employment or position with the City.

Since the City's Travel Policy was last updated, there have been changes in the per diem rates permitted under state law. The proposed Travel Policy updates the approval procedures and documentation requirements for employees and advisory board members requesting reimbursement and updates the per diem rates in accordance with state law.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE UPDATED CITY TRAVEL POLICY AND PROCEDURES; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, on June 15, 2021, the City Commission adopted an ordinance amending Chapter 2 “Administration,” Article III “Officials, Officers and Employees,” Division 2 “Travel Expenditures Policy,” of the City Code of Ordinances to provide for the adoption of travel policies and procedures by resolution and to provide for consistency with state law; and

WHEREAS, the purpose of the City’s Travel Policy and Procedures (the “Travel Policy”) is to describe the types of travel-related expenditures that are reimbursable, inform employees of their responsibilities to control and report travel expenses, and describe the process for requesting travel reimbursement; and

WHEREAS, the Travel Policy applies to all City employees and advisory board members whenever they are traveling on official City business or attending a conference in connection with their employment or position with the City; and

WHEREAS, since the City's Travel Policy was last updated, there have been changes in the per diem rates permitted under state law; and

WHEREAS, the Travel Policy, attached as Exhibit “A,” updates the approval procedures and documentation requirements for employees and advisory board members requesting reimbursement and updates the per diem rates in accordance with state law; and

WHEREAS, City staff recommends approving the updated Travel Policy, attached as Exhibit “A.”

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

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The Travel Policy, attached as Exhibit “A,” is hereby approved.

Section 3. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 4. All resolutions, or parts of resolutions, in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Travel Policy and Procedure

Effective Date: 06/15/2021	Intended Audience: City of Deerfield Beach	Code: 6.01
Revision Date:	Department Director: Financial Services	Pages: 16

PURPOSE: The purpose of this Policy is to:

1. Describe the types of travel-related expenditures that are reimbursable by the City of Deerfield Beach (the “City”).
2. Inform employees of their responsibilities to control and report travel expenses.
3. Describe the process for an employee to file and obtain travel reimbursement for travel expenses.

This Policy establishes procedures for a uniform method of approval, payment, and accounting for expenses incurred when employees travel in conjunction with an approved training opportunity or other business-related travel for the City. This Policy is intended to ensure that City funds are being expended prudently and reasonably under legal requirements and enables the City to maintain internal control and an accountable expense reimbursement plan under IRS rules and regulations.

It is the policy of the City to reimburse employees for all reasonable and necessary expenses incurred in connection with approved travel on behalf of the City where there is a public purpose for the travel expenditures.

This Policy provides for economical and efficient travel to derive the greatest benefit from the trip at the most effective cost. It does not allow employees to be financially enriched as a result of travel and it does not require employees to utilize their own funds for City business-related expenses as a result of City travel, except as otherwise provided herein.

APPLICABILITY:

This Policy applies to all City employees whenever they are traveling on official City business or attending a conference in connection with their employment or position with the City. This Policy is intended to establish uniform procedures by which employees shall report and may be reimbursed for expenses incurred in connection with authorized travel on behalf of the City. Section 6 of this Policy applies to travel by the City's elected officials.

AUTHORITY:

This Policy was adopted by the City Commission of the City of Deerfield Beach on June __, 2021.

RESPONSIBILITY FOR COMPLIANCE AND IMPLEMENTATION:

The Chief Financial Officer (the "CFO") shall be responsible for overseeing and implementing this policy.

METHOD OF OPERATION:

Employees shall exercise good judgment in requesting, arranging, and fulfilling a travel request in an effort to mitigate costs to the City. The City strongly encourages the use of travel discounts when making travel arrangements. Travelers seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid impropriety or the appearance of impropriety.

Reimbursement is permitted only when reimbursement has not been, and will not be, received from other sources. If a circumstance arises that is not specifically covered in this Policy, then the most conservative course of action should be taken after consultation with the Traveler's supervisor.

DEFINITIONS:

- a) Authorized Officials: City Manager, Assistant City Managers, the Chief Financial Officer (CFO), or their respective designees.
- b) Elected Officials: The Mayor, Vice Mayor, and City Commissioners.
- c) GSA: The United States General Services Administration.
- d) Local Travel: Training inside the boundaries of the Tri-County Area, which generally only requires the expenditure of funds for event registration fees, mileage, tolls, and parking.
- e) Procurement Card ("P-Card"): A payment card account issued in the name of an individual employee of the City for official use.
- f) Tri-County Area: The counties of Broward, Miami-Dade, and Palm Beach.
- g) Receipt: A detailed invoice or other document produced by the provider of goods or services that shows each item purchased. Credit card receipts or restaurant check stubs that do not include details of items purchased do not meet the definition of "receipt" and are not sufficient to document an expenditure of funds.

- h) Reimbursement: Payment to the Traveler for approved travel-related expenses incurred.
- i) Travel Approval and Advance Form: The City form that includes a summary of estimated costs to be incurred for travel with required approvals in advance of travel taking place or in advance of travel costs incurred.
- j) Travel Advance Request Form: Summary of the requested prepaid expenses for travel.
- k) Travel Expense Settlement Form: Summary of costs incurred with supporting receipts and documentation that is prepared when City funds are expended for travel.
- l) Travel Period: The time between departure and time of return while on approved travel for the City as further described in Policy.
- m) Traveler(s): Employees of the City, advisory board members, Authorized Officials who will incur expenses while on training or business-related travel for the City or who are authorized to use City time for training or business-related purposes.

POLICIES AND PROCEDURES:

1. Authorization and Responsibility

All Travelers must complete a Travel Approval and Advance Form. A Travel Expense Settlement Form must be completed if the number of days traveled exceeds one (1) day. A Travel Approval and Advance Form, Travel Expense Settlement Form, and all required documentation must be processed through the City's Financial System when issuing a reimbursement.

- a) Before incurring any expense for which reimbursement from the City will be requested, the Travel Approval and Advance Form must be completed and approved in advance by the pertinent Department Director and, if required by this Policy, the City Manager. An individual may not approve their own travel or reimbursement. Employees are required to verify that planned travel is eligible for reimbursement before making travel arrangements
 - i. The Department Director's approval and signature are required on the Travel Approval and Advance Form. Department Directors should evaluate the number of employees attending any one event for impact on customer service and business operations. Delegation of Department Director approval may only be made when the Department Director is on a short-term leave of absence such as vacation, sick, or personal leave. A Travel Approval and Advance Form is not required for virtual conferences, where the employee will be taking conference leave.
 - ii. The City Manager's approval and signature are also required on the Travel Approval and Advance Form if:

- (1) The employee is traveling outside of the Tri-County Area, including out of state or international travel;
- (2) The total estimated cost for which reimbursement will be sought exceeds \$1,000;
- (3) The period of travel or length of event requires an employee to be away from their City duties for a period greater than five (5) regularly scheduled workdays;
- (4) Travel will require the use of a rental car;
- (5) Travel is out-of-state travel and is over 1,000 miles round trip utilizing a personal vehicle
- (6) Reimbursement for lodging in the Tri-County Area is requested.

iii. A Personnel Action Form ("PAF") must be completed and submitted to the Traveler's supervisor for approval for any employee utilizing conference leave. For exempt employees, a PAF is required for conference leave that will be for four (4) hours or more regardless of location. A PAF is required for attendance at virtual conferences.

- b) Within 10 days of completion of a trip, the Traveler must submit a Travel Expense Settlement Form. Travelers should only submit expenses incurred for approved travel.
- c) Department Directors are required to review expenditures on the Travel Expense Settlement Form and withhold reimbursement if there is reason to believe that the expenditures violate this Policy or are otherwise inappropriate or extravagant.

2. General Provisions

- a) Costs associated with travel must be available in the department's budget appropriation and meet a City business purpose.
- b) Conference leave should be utilized any time a non-exempt employee travels or consecutive days are taken away from a normal workday for travel regardless of the number of hours of travel or the location.
- c) Travel, whether by public transportation, privately-owned automobile, City-owned vehicle, or a for-hire conveyance, shall utilize the most direct, practicable route considering estimated costs. Any deviations from a direct route must be documented with a stated basis and approved in advance.
- d) Other than Elected Officials, travel during work hours must be authorized before the start of travel. A Travel Approval and Advance Form should be completed by the Traveler and submitted for approval at least 30 days in advance, unless impracticable under the circumstances, in which case the Travel shall provide written justification.

- e) Travelers may use a P-card for travel related charges. P-cards may have travel insurance provisions that may offset or avoid the City incurring costs if an accident were to occur on City business. Traveler's using a P-Card shall ensure expenses comply with the P-Card Policy.
- f) Travelers who make charges on P-cards for unapproved travel, make unallowable charges as defined by this Policy, or have undocumented advancements shall be required to reimburse the City for those charges within 10 business days of completing the travel. Failure to reimburse the City within the 10 business days of completing travel may result in the suspension of travel privileges and further disciplinary action. If reimbursement is not made within 60 days, the Chief Financial Officer may direct the deduction of the amount owed to the City from the Traveler's next paycheck.
- g) A completed Travel Expense Settlement Form with all required receipts and required documentation shall be completed and submitted to the Finance Department within 10 business days of completing travel. Please note that any unsubstantiated expenses that have been paid by the City may be subject to inclusion in the Traveler's taxable income if proper documentation of the expense(s) is not received by the City within 60 days of completing travel. A Travel Settlement Expense Form is required if a Per Diem is issued via a Travel Approval and Advance Form.
- h) The associated Travel Approval and Advance Form for which funds were issued must be attached to the completed Travel Expense Settlement Form.
- i) If a P-card is used to pay for travel costs in advance of the travel dates (e.g. airline flight or registration), then multiple Travel Expense Settlement Forms may need to be created as City funds are expended if they cross P-Card statement periods in order to reconcile the statement. A Travel Expense Settlement Form must be completed with the required documentation for each expense as indicated in this policy and submitted through the City's Financial system.
- j) Customary tips, excluding meals, and incidentals advanced or reimbursed with per diem shall only be reimbursed at a rate of 15%.

3. Reimbursement Eligibility and Requirements

- a) All reimbursements claimed under this Policy must be for a public purpose, and directly benefit the City. Examples of a direct benefit to the City include, but are not limited to, advancement of the economic and financial welfare of the City through continuing professional education, new technological and management training, or representing the interests of the City at board or committee meetings of an organization in which the employee is authorized to hold any office or represent the City.

- b) Travelers whose travel expense is to be reimbursed by an outside agency must be indicated on the applicable travel-related form as requested and initiate reimbursement in accordance with the outside agency's requirements. A copy of the billing must accompany the final submitted Travel Expense Settlement Form. The collection of payment from the outside agency is the responsibility of the Traveler. Travelers must follow this Policy regardless of the source of funding. Payment by an outside agency or vendor must comply with the City's ethics policy, applicable State and County ethics laws, and shall not be a conflict of interest or have the appearance of a conflict of interest.
- c) If a federal or state grant is funding the travel and those specific agency guidelines are more restrictive than this Policy, then the Traveler shall also comply with the applicable federal or state funding agency guidelines.

4. Reimbursement Guidelines

The following guidelines are the basis upon which reimbursement of expenses will be approved. Required receipts for these expenses must be attached to the Travel Expense Settlement Form. In certain limited circumstances when a receipt cannot be located, an explanation must be documented. Receipts for registration, airfare and hotels are always required for reimbursement eligibility.

a) *Registration Fees*

- i. When approved in advance in accordance with this Policy, the City shall pay for the cost of the basic conference, seminar, meeting, or similar type event registration fees along with fees for pre-sessions, post-sessions, and other Events activities that are a function of the Event. Recreation and social activities (e.g. separate recreation and social activities, golf outings, fishing trips, concerts, etc.) will not be reimbursed unless included in the full cost of the conference.
- ii. Additional registration fees for functions associated with an Event (i.e. dinners, receptions) where a City business purpose is met, or the Traveler is expected to attend due to the nature of their City position, may be reimbursed. The business purpose of this type of expense must be documented.
- iii. **A copy of the Event registration form, receipt for payment, and conference agenda must be attached to the Travel Expense Settlement Form.**

b). *Transportation*

No specific mode of transportation is required; however, Travelers are expected to use the most economical and direct means available with reasonable consideration given to the time and distance involved.

c). Airfare/Train

The City will pay the cost of the most economical class (e.g. coach) airfare/train fare. Such travel may balance additional night stays with reduced airfare if the total overall cost to the City is reduced. Travelers cannot surrender their airline tickets and personally benefit from such surrenders, such as receiving a voucher. Traveler must travel economy class unless the Traveler pays for the upgrade; any such upgrade will not be reimbursed by the City.

Checked Baggage	At the airport (USD)	Size*	Weight
American Airlines	1st Bag	No Charge	62 in / 158 cm Under 50 lbs/ 23 kgs
	2nd Bag	\$40	62 in / 158 cm Under 50 lbs/ 23 kgs

*Dimensional Size is calculated as follows: (Length + Width + Height)



Tickets should be purchased with a City-issued P-card. However, if a Traveler does not have a P-card, the Department Director may authorize a department P-card holder to make the purchase on behalf of the Traveler or purchase the tickets and request reimbursement.

Traveler must retain receipts and boarding passes as documentation for reimbursement. All receipts for transportation must be attached to the Travel Expense Settlement Form.

Costs associated with frequent flyer memberships, passenger screening programs, or other similar costs where the benefit is strictly for the Traveler are not subject to reimbursement.

Charges incurred for a reasonable amount of luggage for the Traveler based on the City-related travel will be reimbursed.

American Airlines Reservations Redeem Miles My Account Deals				
eTicket Itinerary & Receipt Confirmation				
Ticket Issued: Jun 29, 2015				
Grant Thomas,				
Thank you for choosing American Airlines / American Eagle, a member of the oneworld® Alliance. Below are your itinerary and receipt for the ticket(s) purchased. Please print and retain this document for use throughout your trip.				
Record Locator: [REDACTED]				
Itinerary				
Carrier	Flight #	Departing	Arriving	Fare Code
American	342	SAN FRANCISCO FRI 15OCT 9:15 AM	CHICAGO OHARE 3:30 PM	N
Grant Thomas	Seat 13A	Economy	FFB [REDACTED]	
American	1624	CHICAGO OHARE SUN 18OCT 5:05 PM	SAN FRANCISCO 7:50 PM	G
Grant Thomas	Seat 25A	Economy	FFB [REDACTED]	
Receipt				
Passenger	Ticket #	Fare-USD	Taxes and Carrier-Imposed Fees	Ticket Total
Grant Thomas	[REDACTED]	357.21	54.99	412.20
Exchange				

If a Traveler cannot travel at the scheduled time, all reservations must either be canceled or, if possible, made available for use by another City employee as determined by the Department Director or City Manager. When an airline reservation is canceled all credits must be returned to the City. Credits cannot be used for personal travel. Travelers should make a good faith effort to recover the costs for any canceled airline tickets even for non-refundable fares. A memo explaining the cancellation must be attached to the Travel Expense Settlement Form.

Change ticket fees may be reimbursed if the reason for the change is necessary and related to City business.

d). *City Vehicle*

Travel using a City vehicle may be more economical than using a personal vehicle. Consideration should be made when making travel arrangements for the use of a City vehicle.



When authorization is requested to use a City vehicle, the vehicle number, if known, should be indicated on the Travel Advance Request Form. Any auto-related expenses must be documented through the submission of valid receipts.

Toll receipts must be submitted with the Travel Settlement Expense Form to receive reimbursement for tolls paid. Tolls paid electronically via E-Pass/SunPass shall be submitted with a copy of the traveler's toll statement. A City issued SunPass may be available from the Fleet Division, and in that case, a copy of the receipt can be provided by Fleet.

If an emergency repair of a City-owned vehicle is required, the Traveler should contact the Fleet Management Division for instructions and their direct Supervisor.

Travelers receiving a car allowance may not use a City-owned vehicle unless traveling outside of the Tri-County Area.

All obligations required in Section 4.f. of this policy shall also apply to a Traveler using a City-owned vehicle.

e). *Ground Transportation*

Reimbursement for taxicabs, shuttles, ride-hailing services (such as Uber or Lyft), or bus services will be allowed for necessary transportation to or from a hotel and conference site when not lodging at the conference site. Reimbursements will be made only when validated receipts are provided. Reimbursement of tips for shuttles and taxicabs will be allowed only where validated receipts are provided.

f). *Car Rental*

Rental cars should only be used when either: (1) taxi services, ride-hailing services, or shuttle services are not readily available, or (2) the anticipated cost of using a taxi, ride-hailing service, or shuttle service will exceed the cost of the rental car. Documentation should include justification as well as pre-approval from the Authorized Official. If a rental vehicle is required, the most economical car level should be rented. A traveler

should take advantage of any discounts available to the City. A list of discounted car rental companies is available on the State of Florida Department of Management Services website.

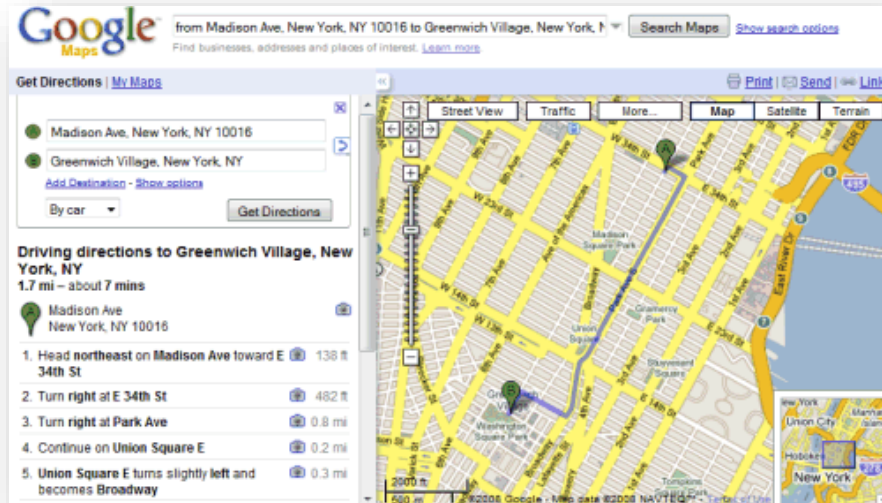
All of the following are the obligations of a Traveler when renting a vehicle or in your own personal vehicle to conduct City business:

- i. A proper license and insurance coverage to operate the vehicle is required;
- ii. Seat belts are required to be worn at all times for all occupants;
- iii. All traffic laws are to be obeyed; the City will not reimburse a Traveler for traffic tickets and/or other citations;
- iv. Transporting hitchhikers is prohibited;
- v. Operating a motor vehicle while under the influence of drugs or alcohol is prohibited;
- vi. The driver shall not text while driving. Use of any electronic device by the driver while driving must be in a hands-free mode;
- vii. A completed damage assessment must be made before a rental vehicle is accepted by the Traveler;
- viii. All rental vehicles must be refueled immediately before check-in to the fuel level provided when the rental vehicle was accepted by the Traveler. The City will not reimburse a Traveler for excess fuel charges assessed by rental companies;

g) *Personal Vehicle*

- i. The use of a privately-owned vehicle for official travel instead of a City-owned vehicle or a common carrier is allowable. Whenever travel is by privately-owned vehicle, the Traveler shall be entitled to a mileage allowance at a fixed rate equal to the IRS per mileage guidelines.
 - ii. The mileage reimbursement includes all operating expenses such as gas, oil, and maintenance, and repairs. No separate claim may be made for those items.
- 1) The mileage reimbursement rate shall be monitored by the Department of Financial Services so that periodic notification of the City's current reimbursement rate will occur.

- 2) The Travel Expense Settlement Form must indicate the Traveler's itinerary and must show the official business mileage. The City will accept common travel planners such as Google Maps, Yahoo!, and MapQuest driving directions as documentation of actual mileage.



- 3) Any deviations from the most direct route (i.e. shortest distance) will not be reimbursed unless a business purpose of the deviation is documented and approved in advance.
- 4) For mileage reimbursements where the Traveler reports to a destination (or the airport) from home rather than their normal place of work (i.e. City Hall, OPS Headquarters, etc.) during a normal workday, the Traveler shall only be entitled to reimbursement of incremental mileage calculated as the mileage from their home to the destination, less mileage to their normal place of work. No credit for mileage shall be given under this provision if the aforementioned calculation results in zero or negative incremental mileage.
- 5) If the Traveler travels from their normal place of work to a destination, the Traveler is entitled to reimbursement based on the actual mileage from their normal place of work to the destination.
- 6) If the Traveler travels on a weekend or holiday to a destination, the Traveler is entitled to reimbursement based on the actual mileage from their home to the destination.

h) *Parking and Tolls*

The City will reimburse reasonable and necessary parking and toll expenses provided the Traveler submits a valid receipt (or downloaded electronic payment method record) for such expenses.

Travelers are encouraged to use the most economical means of parking. Travelers requesting reimbursement for airport parking for a period greater than three (3) days must use an economy parking facility.

Valet parking will not be reimbursed if a self-parking alternative is available.

i) *Costs for Fines, Violations, etc.*

Travelers are solely responsible for any court costs, fines, electronic tickets, violations, or other civil or criminal offenses encountered or issued to them while on City-approved travel.

j) *Lodging*

Lodging expenses may vary with the area traveled, but all expenditures for lodging must be reasonable.

If Travelers are not required to report to a session/meeting before noon on the first day, and travel to the session/meeting can be reasonably accomplished in less than four hours, Travelers shall not be entitled to lodging reimbursement for the night immediately preceding the start of the first day of the session/meeting.

- 1) Overnight lodging within the Tri-County Area requires prior approval by following the approval process outlined in this Policy.
- 2) Conferences at Hotels -
 - I. The City will pay the cost of standard rooms at the suggested hotel(s) of the conference unless documented extenuating circumstances prevent the Traveler from staying at that hotel.
 - II. For travel to a location where there is not a hotel associated with the event, lodging choices should be based on economic efficiency, safety, and proximity to the event.



k) *Weekend Travel*

The arrival and departure dates may be extended to include extra weekend days if the stay results in a lower overall cost to the City. A cost analysis must be attached to the Travel Approval and Advance Form and Travel Expense Settlement Form, comparing all costs (lodging, per diem, airfare, etc.). Weekend travel must be approved in advance. This includes travel on Sundays for conferences with sessions that begin on Monday morning. Any additional costs incurred due to changing travel arrangements for the benefit of the Traveler, Traveler preference, or that is unrelated or unnecessary for the conduct of City business shall be at the Traveler's expense and shall not be reimbursed by the City.

l) *State Tax Exemption*

When traveling in the State of Florida, the Traveler must seek exemption from payment of taxes on the rental of hotel rooms. Travelers can download a Sales Tax Certificate of Exemption from the Department of Financial Services Intranet site. If a hotel fails to honor the City's tax exemption, Travelers must note this on their travel-related request and follow up in writing with the hotel after the Traveler's return to further attempt to get the hotel to honor the tax exemption. Documentation of such attempt shall be provided to the City (including who was contacted at the hotel, date and time of contact, etc.) and included as back up justification for the reimbursement of the tax-related expense if such is incurred.

m) *Meals*

The following provisions shall govern the reimbursement of meals while on travel:

- i. For in-state travel, the City shall provide a per diem reimbursement according to the per diem rates established under Section 112.061, Florida Statutes. For out-of-state travel, the City shall provide a per diem reimbursement according to the federal "GSA Meals and Incidental Expenses Breakdowns" rates for the location traveling to as published on the federal government's website: <https://www.gsa.gov/travel/plan-book/per-diem-rates> or scan this QR code to access the GSA website:



- ii. Travelers shall receive the daily per-diem rate for each full day of attendance at a conference or training session that requires an overnight stay. Travelers shall not be reimbursed for any meals included in or provided by a conference or meeting. If the Traveler elects to eat elsewhere the meal will be at the Traveler's expense. Continental breakfast, rolls, Danish, snacks, drinks, or other small incidental food items provided by the registration shall not be considered a meal.

- iii. On days of travel to and from a conference or training session, the Traveler may receive partial payment for which allowances for meals shall be based on the following schedule:

- 1) Breakfast: When the travel begins before 6 a.m. and extends beyond 8:00 a.m.
- 2) Lunch: When the travel period begins before noon and extends beyond 2 p.m., the Traveler shall be eligible for lunch per diem.

3) Dinner: When travel begins before 6 p.m. and extends beyond 8 p.m., or when travel occurs during nighttime hours due to special assignments.

n) *Miscellaneous Travel Reimbursements*

The following charges may be reimbursed provided the Traveler submits proper receipts and documentation to the City:

- i. Business center usage
- ii. Internet fees
- iv. Seminar materials
- v. Incidentals

o. *Local Travel Provisions*

It is expected that Travelers will exercise appropriate judgment and discretion in requesting reimbursement for expenses incurred in the Tri-County Area. The following provisions shall govern reimbursement for expenses incurred for local travel:

- i. Transportation expenses (including mileage, tolls, and parking) while on official City business will be reimbursed once a valid receipt(s) is submitted. Travelers should submit a "Local-Mileage Reimbursement" in their Travel Expense Settlement Form for reimbursement with a directional map from base to destination and mileage.
- ii. Travelers receiving a vehicle allowance shall not be entitled to reimbursement for mileage, gas, maintenance or tolls within the Tri-County Area. Parking costs related to approved travel within Tri-County Area may be submitted for reimbursement.
- iii. Meal costs may be reimbursed according to the per-diem guidelines provided in this Policy if the meals are not included as part of the conference or meeting registration and the total travel time exceeds four hours.
- iv. Only in very limited circumstances will the City reimburse a Traveler for overnight lodging in the Tri-County Area. Prior approval is required under this Policy.

q. *Non-Reimbursable Expenses*

In addition to those items previously listed in this Policy, the City will not reimburse a Traveler for any of the following expenses:

- i. Alcohol or tobacco;
- ii. Costs associated with family members traveling with the Traveler;
- iii. Costs associated with traveling early or staying late for personal reasons not related to City business;
- iv. Personal telephone calls;
- v. Mileage if traveling as a passenger in a private vehicle;
- vi. Items of a personal nature.
- vii. Airline club memberships.
- viii. Airline upgrades.
- ix. Business-class for domestic flights or first class for all flights.
- x. Child-care, babysitting, house-sitting, or pet-sitting/kennel charges.
- xi. Commuting between home and the primary work location or daily routine travel from one city facility to another.
- xii. Costs incurred by traveler's failure to cancel travel or hotel reservations in a timely fashion.
- xiii. Evening or formal wear expenses.
- xiv. Haircuts and personal grooming.
- xv. Laundry and dry cleaning.
- xvi. Passports, vaccinations, and visas when not required as a specific and necessary condition of the travel assignment.
- xvii. Personal entertainment expenses, including in-flight movies, headsets, health club facilities, hotel pay-per-view movies, in-theater movies, social activities, and related incidental costs.
- xviii. Travel accident insurance premiums or purchase of travel insurance.
- xix. Entertainment activities such as golf outings and sightseeing tours.
- xx. Other expenses that are not directly related to the business travel.

5. City Issued Procurement Card

The City may make a P-card available to Travelers to be used for the sole purpose of covering allowable expenses per the P-card Policy incurred while on City business. In accordance with the City's P-card Policy, meals shall not be charged to P-cards. The method of requesting a P-card shall comply with the P-card Policy.

6. City Commissioner Travel

The City Manager shall keep the Commission regularly advised of the status of the Commission travel budget and expenditures and the percentage of the travel budget expended.

In recognition of a City Commissioner's entertainment commitments, while traveling, the City will reimburse reasonable meal costs for City Commissioner's guests other than Elected Officials or City employees (ex. spouse, Federal and state legislative officials, etc.). These expenses should be reasonable and shall not include alcoholic beverages. Upon submitting receipts for entertainment meals, a Commissioner should document the City business purpose and a list of the attendees within the Travel Expense Settlement Form.

7. Travel Expense Settlement Form Requirements

1. Travel Approval and Advance Form
2. Conference Registration Receipt
3. Conference Agenda
4. Hotel/Lodging Receipt
5. Airline Boarding Pass or Electronic Printout
6. Other required receipts for none per-diem items
7. Completed Travel Expense Settlement Form
8. Payment to City – Include Check; Money Owed to You – (Finance will process)

FORMS:

The following forms are available on the Department of Financial Services Intranet site. These forms may be modified from time to time as determined by the Chief Financial Officer.

- A. Travel Approval and Advance Form
- B. Travel Expense Settlement Form
- C. State Tax Exempt Certificate

REFERENCES:

Section 112.061, Florida Statutes; Chapter 2, Article III, Division 2 of the City Code of Ordinances.

EFFECTIVE DATE:

This Policy is effective as of June ____, 2021.



Employee Acknowledgement of Receipt of Travel Policy and Procedures

By my signature below, I acknowledge that I have received a copy of the City of Deerfield Beach Travel Policy and Procedure for the Department of Financial Services. I further acknowledge that I have read the policies and procedures and have a complete understanding of these policies and procedures. I agree to adhere to the policies, guidelines, and procedures outlined in the policies and procedures referenced above that are mandatory for all employees. Employees are subject to disciplinary action, up to and including termination of employment, for violation of referenced policies, guidelines, and procedures. I also agree to obtain clarification from my immediate supervisor, should I not understand any of the provisions contained therein.

Print name: _____

Signature: _____

Date: _____



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-716

Agenda Date: 6/15/2021

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2021-082: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; ESTABLISHING A SPECIAL REVENUE FUND FOR THE AMERICAN RESCUE PLAN ACT FUNDS ALLOCATION IN THE AMOUNT OF \$16,284,885 AND APPROVING SUPPLEMENTAL APPROPRIATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$16,284,885

Account Name: Intergovernmental Revenues

Account Number: TBD

Secondary Account Name: Contingency

Secondary Account Number: TBD

Background/History

On March 11, 2021, the American Rescue Plan Act of 2021 (the "ARPA"), a \$1.9 trillion economic stimulus bill, was signed into law by the President. Within the ARPA, the Coronavirus State and Local Fiscal Recovery Funds provides for \$350 billion for states, municipalities, counties, tribes, and territories. The City was allocated \$16,284,885 of ARPA funds (the "ARPA Funds").

In accordance with Section 166.241(5)(c), Florida Statutes, the governing body of each municipality at any time within a fiscal year or within 60 days following the end of the fiscal year, may amend the budget for a purpose not specifically authorized in Section 166.241(5)(a) or (b), in the same manner as the original budget was adopted. This proposed amendment to the budget meets this requirement.

Article 5 of the City Charter provides that if during the fiscal year the City Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the City Commission may, by ordinance, make supplemental appropriations for the year up to the amount of such excess.

The proposed budget amendment is to establish a Special Revenue Fund for the deposit and appropriation of the ARPA Funds for expenditures that comply with the ARPA. This fund will function like a Grant Fund, recognizing the ARPA revenue funding received to support eligible expenditures, with any excess funding restricted to only that Fund. Fifty percent (50%) of the funding is to be available this year, and the remainder next year. Further, the distribution will be directly to the City as an entitlement city, and will not have to go through the State or County.

Summary of eligible expenses are:

- to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- for premium pay to eligible workers performing essential work during the COVID-19 public health emergency; providing up to \$13 per hour above regular wages;
- for the provision of government services to the extent of the reduction in revenue is due to the COVID-19 public health emergency (relative to revenues collected in the most recent full fiscal year of the City prior to the emergency); or
- to make necessary investments in water, sewer, or broadband infrastructure.

Current Activity

A list of proposed projects will be brought before the City Commission for review and approval once they have been vetted by staff and the City's consultant for eligibility.

Recommendation

Staff recommends approval.

ORDINANCE NO. 2021/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; ESTABLISHING A SPECIAL REVENUE FUND FOR THE AMERICAN RESCUE PLAN ACT FUNDS ALLOCATION IN THE AMOUNT OF \$16,284,885 AND APPROVING SUPPLEMENTAL APPROPRIATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, on March 11, 2021, the American Rescue Plan Act of 2021 (the “ARPA”), a \$1.9 trillion economic stimulus bill, was signed into law by the President; and

WHEREAS, within the ARPA, the Coronavirus State and Local Fiscal Recovery Fund provides for \$350 billion for states, municipalities, counties, tribes, and territories; and

WHEREAS, the City was allocated \$16,284,885 of ARPA funds (the “ARPA Funds”); and

WHEREAS, pursuant to Section 166.241(5), Florida Statutes, “[t]he governing body of each municipality at any time within the fiscal year or within 60 days following the end of the fiscal year may amend a budget for that year”; and

WHEREAS, pursuant to Section 5.05(1) of the City Charter, “[i]f during the fiscal year the manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the City Commission may by ordinance make supplemental appropriations for the year, up to the amount of such excess”; and

WHEREAS, the City Manager has certified that there are revenues available for appropriation in excess of those originally estimated in the budget for the fiscal year ending September 30, 2021, due to the receipt of the ARPA Funds; and

WHEREAS, the proposed amendment to the City’s budget for the fiscal year ending September 30, 2021, attached as Exhibit “A,” is to establish a Special Revenue Fund for the deposit and appropriation of the ARPA Funds for expenditures that comply with the ARPA (the “Budget Amendment”); and

WHEREAS, City staff recommends approving the Budget Amendment, attached as Exhibit “A”.

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

Section 1. That the above “WHEREAS” clauses are true and correct and are made a part hereof.

Section 2. That the Budget Amendment, as set forth in the attached Exhibit “A,” is hereby approved.

Section 3. That the Special Revenue American Rescue Plan Fund is hereby established for the acceptance and deposit of the ARPA Funds.

Section 4. That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5. 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 6. Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 7. This Ordinance shall take effect immediately upon its passage and adoption on Second Reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2021.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

"EXHIBIT A"
CITY OF DEERFIELD BEACH, FLORIDA
SUPPLEMENTAL APPROPRIATION AND AMENDMENT
SPECIAL REVENUE AMERICAN RESCUE PLAN FUND
FISCAL YEAR ENDING SEPTEMBER 30, 2021

	TOTAL ORIGINAL BUDGET		BUDGET AMENDMENT ONE		AMENDED BUDGET
ESTIMATED REVENUES:					
Intergovernmental Revenue	\$	-	\$	16,284,885	\$ 16,284,885
TOTAL SOURCES/REVENUES	\$	-	\$	16,284,885	\$ 16,284,885
EXPENDITURES:					
Contingency	\$	-	\$	16,284,885	\$ 16,284,885
TOTAL USES/EXPENDITURES	\$	-	\$	16,284,885	\$ 16,284,885

**CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, June 15, 2021** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting) to consider the following:

P.H. 2021-082: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; ESTABLISHING A SPECIAL REVENUE FUND FOR THE AMERICAN RESCUE PLAN ACT FUNDS ALLOCATION IN THE AMOUNT OF \$16,284,885 AND APPROVING SUPPLEMENTAL APPROPRIATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Copies of the Ordinances are available for public inspection in the City Clerk's Office, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441. All interested persons are urged to virtually attend the Public Hearing(s), send a representative or express their views by letter.

You may either be present in person at the Public Hearing(s) or attend online or by phone virtually utilizing Zoom, represented by counsel or letter. All interested persons take due notice of the time and place of the Public Hearing and govern yourselves accordingly.

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

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

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Friday, June 4, 2021



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-718

Agenda Date: 6/15/2021

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2021-083: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES CHAPTER 2 "ADMINISTRATION," ARTICLE VI "CODE ENFORCEMENT," DIVISION 2 "SPECIAL MAGISTRATE," SECTION 2-357 "CODE ENFORCEMENT SPECIAL MAGISTRATE JURISDICTION AND AUTHORITY" OF THE CITY CODE OF ORDINANCES; AMENDING CHAPTER 70 "WATER CONSERVATION," SECTION 70-163 "YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES" TO MAKE SECTION 70-163 SUBJECT TO THE CODE ENFORCEMENT PROCESS IN CHAPTER 2 OF THE CITY CODE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In Spring of 2020, the South Florida Water Management District ("SFWMD") began an effort to encourage all local governments to adopt ordinances that are in full compliance with the District's mandatory, year-round permanent landscape watering restrictions (Chapter 40E-24, Florida Administrative Code). They began reviewing each local government's code within their jurisdiction.

The City had already adopted an ordinance, but SFWMD noticed that the City did not have an applicable enforcement/penalty scheme. The proposed amendment is intended to clarify the enforcement/penalty scheme, by including the year-round permanent landscape watering restrictions among the other regulations that are enforced by the City's code enforcement division. The specific amendments are to Section 2-357, which lists the City's regulations that are enforced by the Code Enforcement Division, and to Section 70-163 which are the actual ordinance provisions for year-round permanent landscape watering restrictions.

ORDINANCE NO. 2021/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES CHAPTER 2 “ADMINISTRATION,” ARTICLE VI “CODE ENFORCEMENT,” DIVISION 2 “SPECIAL MAGISTRATE,” SECTION 2-357 “CODE ENFORCEMENT SPECIAL MAGISTRATE JURISDICTION AND AUTHORITY” OF THE CITY CODE OF ORDINANCES; AMENDING CHAPTER 70 “WATER CONSERVATION,” SECTION 70-163 “YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES” TO MAKE SECTION 70-163 SUBJECT TO THE CODE ENFORCEMENT PROCESS IN CHAPTER 2 OF THE CITY CODE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the City Commission finds it to be in the best interests of the City to amend the City Code to provide for enforcement procedures for the year-round irrigation conservation measures.

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

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

Section 2. Chapter 2 “Administration,” Article VI “Code Enforcement,” Division 2 “Special Magistrate,” Section 2-357 “Code enforcement special magistrate jurisdiction and authority,” of the City Code of Ordinances is hereby amended to read as follows:¹

Chapter 2 – ADMINISTRATION

ARTICLE VI – CODE ENFORCEMENT

Sec. 2-357. Code enforcement special magistrate jurisdiction and authority.

- (a) The code enforcement special magistrate (“special magistrate”) shall have the jurisdiction and authority to hear and decide alleged violations of the following:
 - (1) The city zoning ordinances, the Land Development Code (Chapter 98) as it exists today and as may be amended from time to time, and all ordinances relating to the

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

development, maintenance, use, construction or condition of real property, building or structures within the city.

- (2) The chapters and sections of the City Code specified below, as may be amended from time to time:

nn. Section 70-163, Year-round landscape irrigation conservation measures.

- (3) All city building codes, including, but not limited to, the Florida Building Code.
- (4) All city fire codes, the Florida Fire Prevention Code and any other fire related city ordinances to the extent permitted by law.
- (b) In addition to the powers and authority given to the code enforcement special magistrates for the city pursuant to this division, the city may, in its discretion, exercise any powers given to municipalities or their special magistrates by F.S. Ch. 162, as amended from time to time. All references to F.S. Ch. 162 shall include any subsequent amendments thereto.

Section 3. Chapter 70 “Water Conservation,” Section 70-163 “Year-round landscape irrigation conservation measures,” of the City Code of Ordinances is hereby amended to read as follows:

Chapter 70 – WATER CONSERVATION

Sec. 70-163. - Year-round landscape irrigation conservation measures.

- (f) The City may enforce the provisions of this article through the code enforcement process as set forth within Chapter 2, Article VI of this Code, or any other enforcement procedure authorized by law.

Section 4. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 6. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 7. That this Ordinance shall take effect immediately upon adoption on second reading.

PASSED 1ST READING ON THIS _____ DAY OF _____, 2021.

PASSED 2ND READING ON THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

**CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, June 15, 2021** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting) to consider the following:

P.H. 2021-083: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES CHAPTER 2 "ADMINISTRATION," ARTICLE VI "CODE ENFORCEMENT," DIVISION 2 "SPECIAL MAGISTRATE," SECTION 2-357 "CODE ENFORCEMENT SPECIAL MAGISTRATE JURISDICTION AND AUTHORITY" OF THE CITY CODE OF ORDINANCES; AMENDING CHAPTER 70 "WATER CONSERVATION," SECTION 70-163 "YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES" TO MAKE SECTION 70-163 SUBJECT TO THE CODE ENFORCEMENT PROCESS IN CHAPTER 2 OF THE CITY CODE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Copies of the Ordinances are available for public inspection in the City Clerk's Office, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441. All interested persons are urged to virtually attend the Public Hearing(s), send a representative or express their views by letter.

You may either be present in person at the Public Hearing(s) or attend online or by phone virtually utilizing Zoom, represented by counsel or letter. All interested persons take due notice of the time and place of the Public Hearing and govern yourselves accordingly.

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

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

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Friday, June 4, 2021



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-719

Agenda Date: 6/15/2021

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2021-084: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," ARTICLE IV "SUPPLEMENTARY REGULATIONS," SECTION 98-103 "REASONABLE ACCOMMODATION PROCEDURES" OF THE CITY LAND DEVELOPMENT CODE TO UPDATE THE REASONABLE ACCOMMODATION PROCEDURES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

Planning staff has identified the need for amendments to Section 98-103 of the Deerfield Beach Land Development Code (Code) relative to certain regulations and procedures regarding reasonable accommodation requests. The proposed amendments are summarized below:

1. Updating application submittal requirements to be consistent with procedures for other land use applications, including adding requirements for agent authorization letters, written narrative, and request for additional materials.
2. Placing specific criteria for reasonable accommodations for community residences and other types of group housing.
3. Clarifying the mailing requirements, adding additional standards for a reasonable accommodation determination, and indicating that the reasonable accommodation shall cease if the applicant is no longer living, or if applicable operating, at the property.
4. Amending the appeal provisions following issuance of a determination by the Hearing Officer. The current Code provides for appeal to the City Commission. Staff proposes to change this appeal provision to make it consistent with appeals of decisions by the Zoning Appeals Special Master (variances, conditional use determinations) wherein an applicant will have the ability to appeal to the Circuit Court in and for Broward County, Florida, in accordance with the Florida Rules of Appellate Procedure.
5. Amending the annual recertification requirement to no longer require a hearing before the Hearing

Officer. Instead, the proposed amendment requires annual submittal of a recertification affidavit to the City, certifying that there are no material changes to the underlying facts and circumstances that served as the basis for the original reasonable accommodation order. Staff believes the proposed change will provide for a more streamlined recertification process and will still allow for adequate monitoring/enforcement of the original order without the need to attend a hearing each year.

The Planning and Zoning Board recommended approval of the proposed code amendment on May 6, 2021.

Recommendation

Approval.

ORDINANCE NO. 2021/

**AN ORDINANCE OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, AMENDING
CHAPTER 98 “LAND DEVELOPMENT REGULATIONS,”
ARTICLE IV “SUPPLEMENTARY REGULATIONS,”
SECTION 98-103 “REASONABLE ACCOMMODATION
PROCEDURES” OF THE CITY LAND DEVELOPMENT
CODE TO UPDATE THE REASONABLE
ACCOMMODATION PROCEDURES; PROVIDING FOR
CONFLICTS, SEVERABILITY, CODIFICATION, AND AN
EFFECTIVE DATE**

WHEREAS, the City Commission finds it to be in the best interests of the City to amend the City Code provisions regarding reasonable accommodation procedures.

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

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

Section 2. Chapter 98 “Land Development Regulations,” Article IV “Supplementary Regulations,” Section 98-103 “Reasonable Accommodation Procedures,” of the Land Development Code is hereby amended to read as follows:¹

Chapter 98 – LAND DEVELOPMENT REGULATIONS

ARTICLE IV – SUPPLEMENTARY REGULATIONS

Sec. 98-103. – Reasonable accommodation procedures.

- (a) *Policy implementation.* This section implements the policy of the City of Deerfield Beach for processing of requests for reasonable accommodation to its ordinances, rules, policies and procedures for persons with disabilities as provided by the Federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) (“FHA”) and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131, et seq.) (“ADA”) or other applicable federal law. For purposes of this section, a “disabled” individual or person is an individual that qualifies as disabled and/or handicapped under the FHA and/or ADA or other applicable federal law. Any person who is disabled (or qualifying entities) may request a reasonable

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

accommodation with respect to the city's land use or zoning laws, rules, policies, practices and/or procedures as provided by the FHA and the ADA or other applicable federal law pursuant to the procedures set out in this section.

- (b) *Request for reasonable accommodation.* A request by an applicant for reasonable accommodation under this section shall be made in writing by completion of a reasonable accommodation request form, which form is maintained by (and shall be submitted to) the ~~d~~Director of ~~p~~Planning and Development Services (the “~~d~~Director”). The reasonable accommodation form shall contain such questions and requests for information as are necessary for processing the reasonable accommodation request. For a reasonable accommodation request involving housing or zoning, the application, shall, at a minimum, require the following information:
- (1) Name and contact information for applicant and, as applicable, or applicant's authorized representative; and
 - (2) ~~Address of housing or other location at which accommodation is requested; and~~ Letter of authorization from owner/applicant granting an agent authorization to represent the applicant, if applicable; and
 - (3) ~~Description of the qualifying disabilities and reasonable accommodation required; and~~ Disclosure of ownership interests in property and consent of all property owners; and
 - (4) ~~A description of the accommodation and the specific regulation(s) and/or procedure(s) from which accommodation is sought; and~~ Address of housing or other location at which accommodation is requested, and description of the existing use of the property; and
 - (5) ~~A statement as to whether the applicant is requesting the accommodation in order to house more than three unrelated people in a single family dwelling; and~~ A description of: (i) the qualifying disabilities; (ii) the accommodation requested; and (iii) the specific regulation(s) and/or procedure(s) from which accommodation is sought; and
 - (6) ~~The number of persons in one dwelling necessary to be financially viable; and~~ Reason(s) the reasonable accommodation may be necessary for the individual with disabilities to use and enjoy the housing or other service; and
 - (8) ~~The number of persons in one dwelling necessary to be therapeutically beneficial; and~~ Other relevant information reasonably requested by the Director, pertaining to the disability or property that may be needed by the City in order for the City to evaluate the request for reasonable accommodation; and
 - (9) ~~If an on-site supervisor or manager is to reside on the premises for any period of time, provide the name phone and email; and~~

- ~~(10) All certified recovery residences must provide proof of satisfactory, fire, safety and health inspections as required by Section 397.487, F.S., as amended from time to time.~~
- (7) If the reasonable accommodation is regarding a request for a community residence or other type of group housing, the applicant shall provide the following additional information:
- i. A statement as to whether the applicant is requesting the accommodation in order to house more than three unrelated people in a single-family dwelling;
 - ii. The number of persons in one dwelling necessary to be financially viable;
 - iii. The number of persons in one dwelling necessary to be therapeutically beneficial;
 - iv. The name, phone, and email of the on-site supervisor or manager if one is to reside on the premises for any period of time; and
 - v. All certified recovery residences must provide proof of satisfactory, fire, safety and health inspections as required by Section 397.487, F.S., as amended from time to time.
- (c) *Medical information.* If the information provided by the disabled individual to the city includes medical information or records, including records indicating the medical condition, diagnosis or medical history of the disabled individual, such individual may, at the time of submitting such medical information, request that the City, to the extent allowed by law, treat such medical information as confidential information of the disabled individual. The city shall thereafter endeavor to provide written notice to the disabled individual, and/or their representative, or any request received by the city for disclosure of the medical information or documentation which the disabled individual has previously requested be treated as confidential by the city. The city will cooperate with the disabled individual, to the extent allowed by law, in actions initiated by such individual to oppose the disclosure of such medical information or documentation, but the city shall have no obligation to initiate, prosecute or pursue any such action, or to incur any legal or other expenses (whether by retention of outside counsel or allocation of internal resources) in connection therewith, and may comply with any judicial order without prior notice to the disabled individual.
- (d) *Hearing officer.* The hearing officer with authority to review vested rights applications under section 98-33 of the Land Development Code is empowered to and shall have the authority to consider and act on requests for reasonable accommodation, after notice and public hearing to receive comments, input and information from the public (provided, however, the hearing officer, or designee, shall not be required to render their decision at

said public hearing). When a reasonable accommodation request form has been completed and submitted to the director of planning and development services, it will be referred to the hearing officer, for a hearing, review and consideration.

- (1) The hearing officer shall issue a written determination within 45 days of the date of receipt of a completed application, except as provided in paragraph (3) below, and may, in accordance with federal law, (1) grant the accommodation request, (2) grant a portion of the request and deny a portion of the request, and/or impose conditions upon the grant of the request as he/she deems necessary and appropriate to mitigate any public safety concerns which pose a significant risk to children under age 18 or neighboring residential communities or the residential character of those communities or (3) deny the request, in accordance with federal law. The hearing officer shall issue a written order on the request which either approves the request, denies the request or approves the request with conditions and/or modifications. If the request is denied, the order shall state the grounds therefore. All written determinations shall give notice of the right to appeal.
 - ~~(2) The notice of determination shall be sent to the requesting party (i.e. the disabled individual(s) or representative) by certified mail, return receipt requested.~~
 - ~~(23)~~ If reasonably necessary to reach a determination on the request for reasonable accommodation, the hearing officer may, prior to the end of said 45-day period, request additional information from the requesting party, specifying insufficient detail what information is required. The requesting party shall have 15 days after the date of the request for additional information to provide the requested information. In the event a request for additional information is made, the 45-day period to issue a written determination shall no longer be applicable, and the hearing officer, or designee, shall issue a written determination within 45 days after receipt of the additional information. If the requesting party fails to provide the requested additional information within said 15-day period, the hearing officer shall issue a written notice advising that the requesting party had failed to timely submit the additional information and therefore the request for reasonable accommodation shall be deemed abandoned and/or withdrawn and no further action by the city with regard to said reasonable accommodation request shall be required. The time periods set forth herein may be extended by agreement of the applicant and the city, with the approval of the hearing officer.
- (e) *Disability.* In determining whether the reasonable accommodation request shall be granted or denied, the requesting party shall be required to establish that they are protected under the FHA and/or ADA by demonstrating that they are handicapped or disabled, as defined in the FHA and/or ADA, and that the specific accommodation request constitutes the minimum necessary to address the reasonable accommodation requested. Although the definition of disability is subject to judicial interpretation, for purposes of this ordinance the disabled individual must show: (i) a physical or mental impairment which substantially limits one or more major life activities; (ii) a record of having such impairment; or (iii) that they are regarded as having such impairment.

For requests related to housing, next the Hearing Officer must make a finding that;

- (1) The accommodation request will provide direct or meaningful therapeutic amelioration of the effects of the particular disability or handicap, and is necessary to afford handicapped or disabled persons equal opportunity to enjoy and use housing in residential districts in the city;
- (2) That the requested accommodation would not impose an undue financial or administrative burden on the city; ~~and~~
- (3) ~~That the requested accommodation would not fundamentally alter the city's zoning scheme;~~ That the reasonable accommodation is based on a site-specific assessment with regard to the particular property for which the accommodation is requested; and
- (4) That the requested accommodation would not fundamentally alter the city's zoning scheme.

The foregoing (as interpreted by the courts) shall be the basis for a decision upon a reasonable accommodation request made by the hearing officer, director, or designee, ~~or by the City Commission in the event of an appeal.~~ The hearing officer shall issue a written order on the request which approves the request, denies the request or approves the request with conditions and/or modifications as are deemed necessary and lawful. If located in a residential area, the hearing officer may impose conditions or modifications if he/she finds that such conditions or modifications are necessary to mitigate any factors which would fundamentally alter the residential character of the neighborhood, to protect the public health and safety or are reasonably necessary to assure compliance with his/her order.

- (f) *Reasonable accommodation determination.* ~~Within 30 days after the hearing officer's determination on a reasonable accommodation request is mailed to the requesting party, the requesting party may appeal the decision. All appeals shall contain a statement containing sufficient detail of the grounds for the appeal. Appeals shall be to the city commission who shall, after public notice and a public hearing, render a determination as soon as reasonably practicable, but in no event later than 60 days after an appeal has been filed. In the event a reasonable accommodation is granted, it shall specifically apply only to the applicant. In the event the applicant is no longer living, or if applicable operating, at the subject location, the reasonable accommodation shall cease. The notice of determination shall be sent to the requesting party (i.e. the disabled individual(s) or representative) by certified mail, return receipt requested. The City of Deerfield Beach or the applicant may appeal a decision of the hearing officer to the Circuit Court in and for Broward County, Florida, in accordance with the Florida Rules of Appellate Procedure.~~
- (g) *No fee for reasonable accommodation.* There shall be no fee imposed by the city in connection with a request for reasonable accommodation under this section or an appeal

of a determination on such request to the city commission, and the city shall have no obligation to pay a requesting party's or an appealing party's (as applicable) attorney's fees or costs in connection with the request, or an appeal.

- (h) *Pending application.* While an application for reasonable accommodation, or appeal or a determination of same, is pending before the City, the City will not enforce the subject zoning ordinance, rules, policies and procedures against the applicant.
- (i) *General provisions.* The following general provisions shall be applicable:
 - (1) The city shall display a notice in the city's public notice bulletin board (and shall maintain copies available for review in the planning and development services department, and the city clerk's office), advising the public disabled individuals (and qualifying entities) may request reasonable accommodation as provided herein.
 - (2) A disabled individual may apply for a reasonable accommodation on his/her own behalf or may be represented at all stages of the reasonable accommodation process by a person designated by the disabled individual.
 - (3) The city shall provide such assistance and accommodation as is required pursuant to FHA and ADA in connection with a disabled person's request for reasonable accommodation, including, without limitation, assistance with reading application questions, responding to questions, completing the form, filing an appeal; and appearing at a hearing, etc. to ensure the process is accessible.
- (j) *Revocation of reasonable accommodation.* Any reasonable accommodation received shall be subject to revocation or modification if the holder of the reasonable accommodation or the property upon which the accommodation is granted is found in violation of any provision of the order granting the reasonable accommodation by a court of law or by the special master hearing code enforcement cases, and the holder of the reasonable accommodation has failed to correct such violation. The city shall send the notice of a hearing on a proposed revocation or modification of a reasonable accommodation by certified mail, return receipt requested, to the holder of the reasonable accommodation at least 30 days prior to the date of the hearing. The reasonable accommodation administrator shall have the authority to consider and act on a revocation or modification of a reasonable accommodation, after notice and hearing during which the reasonable accommodation holder shall have the opportunity to present evidence and be heard.
- (k) *Recertification.* ~~All reasonable accommodation requests approved by the city are valid for no more than one year.~~ On an annual basis, the applicant shall submit a recertification affidavit to the City certifying that there are no material changes to the underlying facts and circumstances that served as the basis for the reasonable accommodation order. ~~Recertification requests.~~ The recertification affidavit must be filed at least 9030 days before the conclusion of the end of the one year period of effectiveness of the reasonable

accommodation order. ~~The process for recertification shall follow the same requirements as set forth above for "Requests for Accommodation", and review of recertification requests shall follow the same procedures as outlined above for new applications. The failure of the applicant to timely apply for submit the annual recertification affidavit, or the denial of an application to recertify annually a material change to the underlying facts and circumstances that served as the basis for the reasonable accommodation order, shall result in the revocation of the approved reasonable accommodation. Recertification requests shall follow the same requirements as set forth above.~~

- (1) *Severability.* If any part, Section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of section relating to reasonable accommodations, is declared unconstitutional by the final and valid judgment or decree of any court of competent jurisdiction, this declaration of unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word

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

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

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

Section 6. That this Ordinance shall take effect immediately upon adoption on second reading.

PASSED 1ST READING ON THIS _____ DAY OF _____, 2021.

PASSED 2ND READING ON THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

**CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, June 15, 2021** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting) to consider the following:

P.H. 2021-084: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," ARTICLE IV "SUPPLEMENTARY REGULATIONS," SECTION 98-103 "REASONABLE ACCOMMODATION PROCEDURES" OF THE CITY LAND DEVELOPMENT CODE TO UPDATE THE REASONABLE ACCOMMODATION PROCEDURES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Copies of the Ordinances are available for public inspection in the City Clerk's Office, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441. All interested persons are urged to virtually attend the Public Hearing(s), send a representative or express their views by letter.

You may either be present in person at the Public Hearing(s) or attend online or by phone virtually utilizing Zoom, represented by counsel or letter. All interested persons take due notice of the time and place of the Public Hearing and govern yourselves accordingly.

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

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

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Friday, June 4, 2021



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-745

Agenda Date: 6/15/2021

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 a Funding Agreement with the Broward County Sheriff in the amount of \$21,619.80 in Edward Byrne Memorial Justice Assistance Grant Funds to implement the Violent Crime-Theft Reduction Program; authorizing execution of the Funding 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 U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance ("DOJ") Edward Byrne Memorial Justice Assistance Grant ("JAG") Program provides funding to assist eligible states, local units of government, and tribes in preventing and reducing crime and violence. The FY 2018 JAG local government solicitation was released on July 20, 2018. Broward County, along with 17 municipal jurisdictions within the County's border, were identified by the DOJ as disparate and eligible for JAG funding totaling \$515,879. The City of Deerfield Beach, identified as one of the 17 jurisdictions, was allocated \$21,619.80 of the aforementioned total.

In August 2018, the DOJ identified the City of Pompano Beach as the JAG lead fiscal agent for Broward County and its 17 jurisdictions, responsible for submitting the joint JAG application and administration of the grant awards. As the fiscal agent, the City of Pompano Beach will receive a 10% administrative fee from the allotted amount of each jurisdiction. The joint application was submitted on August 22, 2018, the JAG solicitation due date. The City of Deerfield Beach, through the Broward County Sheriff's Office ("BSO"), requested funding in the amount of \$21,619.80 for the Violent Crime-Theft Reduction Program.

In May 2020, the City of Pompano Beach notified the City of the 2018 JAG grant award. In July 2020, City Commission accepted the grant in the amount of \$21,619.80 and executed a sub-recipient grant agreement with the City of Pompano Beach.

Current Activity

In May 2021, the City received a funding agreement from BSO to implement the JAG funded Violent Crime-Theft Reduction Program (the "Program"), which aims to reduce the number of aggravated

assaults, robberies, auto thefts and larcenies in the City of Deerfield Beach. Execution of a funding agreement is now required to award the funds to BSO for the Program.

The Program's scope of work involves providing overtime funding to BSO personnel to increase surveillance in areas that are prone to the aforementioned crimes. Overtime will not exceed \$21,619.80, the City's 2018 JAG award amount.

The City's 2018 JAG award must be expended by September 30, 2021, unless the deadline is extended by the U.S. Department of Justice.

Recommendation

It is recommended that City Commission authorize execution of the funding agreement between the City of Deerfield Beach and BSO to implement the Program funded by the City's 2018 JAG award in the amount of \$21,619.80.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING A FUNDING
AGREEMENT WITH THE BROWARD COUNTY SHERIFF IN THE
AMOUNT OF \$21,619.80 IN EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE GRANT FUNDS TO IMPLEMENT THE VIOLENT
CRIME-THEFT REDUCTION PROGRAM; AUTHORIZING
EXECUTION OF THE FUNDING AGREEMENT; PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the U.S. Department of Justice (“DOJ”), Office of Justice Programs, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant (“JAG”) Program provides funding to assist eligible states, local units of government, and tribes in preventing and reducing crime and violence; and

WHEREAS, Broward County, along with 17 municipalities within the County, were identified as disparate and eligible for JAG funding totaling \$515,879; and

WHEREAS, the City was allocated \$21,619.80 in JAG grant funds (the “Grant”) for the Violent Crime Theft Reduction Program (the “Program”); and

WHEREAS, the City will serve as a non-federal pass-through entity to provide a sub-award of the Grant to the Broward County Sheriff’s Office (“BSO”) for the implementation of the Program; and

WHEREAS, the Program aims to reduce the number of aggravated assaults, robberies, auto thefts, and larcenies in the City; and

WHEREAS, the Program’s scope of work involves providing overtime funding to BSO personnel to increase surveillance in areas that are prone to the aforementioned crimes; and

WHEREAS, a funding agreement, attached as Exhibit “1,” is required with BSO to provide for the disbursement of the Grant funds to BSO (the “Funding Agreement”); and

WHEREAS, City staff recommends approving and authorizing execution of the Funding Agreement with BSO, attached as Exhibit “1,” for the disbursement of the Grant funds to BSO for implementation of the Program.

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 Funding Agreement with BSO, attached as Exhibit “1,” for the disbursement of the Grant funds to BSO for implementation of the Program is hereby approved.

Section 3. The Mayor and City Manager are hereby authorized to execute the Funding Agreement, attached as Exhibit “1,” 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 4. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

FUNDING AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND THE BROWARD COUNTY SHERIFF FOR 2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

This Funding Agreement ("Agreement") is made and entered into by and between City of **Deerfield Beach**, a local unit of government in the County of Broward and political subdivision of the State of Florida ("City"), and the Broward County Sheriff, a Florida constitutional officer for Broward County ("BSO") (collectively referred to as the "Parties").

RECITALS

A. The U.S. Department of Justice ("DOJ") has identified Broward County as a "disparate" County.

B. The DOJ awarded the City of Pompano, as lead agency in the disparate county, a grant in the amount of \$515,879 under the FY18 Bureau of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award Number 2018-DJ-BX-0884, a copy of which is attached to this Agreement as Exhibit A ("Grant").

C. The City of Pompano then entered into various agreements with Broward County and municipalities in Broward County to subaward portions of the Grant. The City of Pompano sub-awarded \$21,619.80 of the Grant to City (the "Sub-Award"), attached as Exhibit B (the "Sub-Award Agreement") for City to undertake a certain public safety program (the "Project") as more fully explained and detailed in the BSO Scope of Sub-Award Use attached as Exhibit C.

D. City and BSO desire to memorialize the terms under which City will serve as a non-federal pass-through entity to provide the Sub-Award to BSO and BSO's obligations in connection with the Grant.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **City Commission** means the City of Deerfield Beach City Commission.

1.2. **City Manager** means the administrative head of City appointed by the Board.

1.3. **Contract Administrator** means the City's Grants Administration Division Administrator or such other person designated by the City Manager.

1.4. **Services** means all services to be performed by BSO under this Agreement, including all obligations imposed by the DOJ upon the Grant Recipient and Sub-Recipients pursuant to the Grant Agreement (Exhibit A) as it pertains to the Grant-Funded Position and/or the Project as well as all matters described in the BSO Scope of Sub-Award Use (Exhibit C) as it pertains to the Grant Funded Position and/or the Project.

ARTICLE 2. EXHIBITS

Exhibit A	Grant Agreement
Exhibit B	Sub-Award Agreement
Exhibit C	BSO Scope of Sub-Award Use
Exhibit D	Grant Program Budget for City Sub-Award

ARTICLE 3. SCOPE OF SERVICES

BSO shall perform all Services consistent with the terms of this Agreement and the Exhibits incorporated herein as it relates to the Grant-Funded Position. BSO's obligations include, the requirements outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 200 (together, the "Part 200 Uniform Guidance"). This Agreement is intended to be, and should be construed as, consistent with Part 200 Uniform Guidance.

ARTICLE 4. TERM

The term of this Agreement shall begin retroactive to October 1, 2017 and shall end on September 30, 2021 ("Term"), and if the Grant's terms allow, shall continue thereafter as a month-to-month agreement until the subject funds are expended. The continuation of this Agreement beyond the end of the City fiscal year is subject to the appropriation and availability of necessary funding from the Grant.

ARTICLE 5. FUNDING OF SUB-AWARD

5.1. City will provide funding to BSO from the Sub-Award actually received by City for BSO to utilize for the purposes stated in or incorporated into this Agreement. The maximum amount of reimbursement to BSO for which City may be responsible to BSO under this Agreement is Twenty-One Thousand Six Hundred Nineteen Dollars and 80/100 (\$21,619.80), as more specifically described in the Grant Program Budget for City Sub-Award attached as Exhibit D.

5.2. City will reimburse BSO only for authorized Services and activities under the Grant and this Agreement, and only to the extent of funding actually provided to City from the City of Pompano under the Grant and the Sub-Award. BSO shall only submit invoices for costs that are reimbursable under the Grant and for expenses that were incurred for purposes permitted under the Grant and this Agreement. City will not reimburse BSO for costs incurred for any purpose other than those specified in the exhibits to this Agreement and the Grant. Failure of BSO to comply with the provisions in this Agreement or the Grant will result in required corrective action up to and including financial consequences, including but not limited to repayment of Grant funds, and termination. A financial consequence may be imposed by City for BSO's noncompliance in accordance with 2 C.F.R. § 200.338 and this Agreement, including disallowance of project costs and withholding of federal funds.

5.3. BSO provides City with general law enforcement services under a separate written agreement ("General Law Enforcement Services Contract") and the BSO services contained herein are separate and apart and completely distinguishable from the BSO services being provided to the City under the General Law Enforcement Services Contract. The funds identified in Section 5.1 herein are in addition to the funds paid by City to BSO under the parties' General Law Enforcement Services Contract.

ARTICLE 6. METHOD OF BILLING AND REIMBURSEMENT

6.1. BSO shall submit electronically to the City one invoice for reimbursement for the proportionate share of a Grant Funded Position (if applicable) immediately after full execution of this Agreement as the Services have been incurred and are being provided to City.

6.2. BSO acknowledges that Grant funds may not under any circumstances be expended prior to October 1, 2017, or after September 30, 2021 ("Eligible Period") or if the Grant term is extended, through that extended time frame. BSO agrees it will not seek reimbursement of any costs or expenses other than those incurred during the Eligible Period. City shall have no obligation to reimburse BSO for any amounts for costs or expenses not incurred during the Eligible Period.

6.3. Invoices must be submitted to:

Jonathan Salas, Acting Director of Legislative & Community Affairs
150 NE 2nd Avenue
Deerfield Beach, FL 33441
Email Address: jsalas@deerfield-beach.com

ARTICLE 7. SOVEREIGN IMMUNITY; INDEMNIFICATION

Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. City and BSO are political subdivisions as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes

ARTICLE 8. FINANCIAL REQUIREMENTS AND RESPONSIBILITIES

BSO shall ensure that all expenditures and cost accounting of funds associated with the Grant and this Agreement shall conform to the Office of Justice Grants Financial Guide, and OMB Uniform Guidance (2 C.F.R. § 200.319), as applicable, in their entirety.

BSO must maintain written procedures for procurement transactions. Procedures must ensure that all solicitations follow 2 C.F.R. § 200.319, "Competition." BSO is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds

awarded to it. BSO shall have financial management systems in place that are able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for BSO must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, liabilities for awards, and programs.

All funds spent on this project must be disbursed according to provisions of the Project Budget as approved in the Grant and this Agreement. See Project Budget attached as Exhibit D.

ARTICLE 9. MANAGEMENT AND REPORTING REQUIREMENTS

9.1. Performance: In the event of default, noncompliance, or violation of any provision of this Agreement, and after City gives BSO thirty (30) days to cure said default, noncompliance or violation, City may impose sanctions that are fair and reasonable under the circumstances which may include withholding future payments, cancellation, or termination of this Agreement in whole or in part (collectively referred to herein as "Sanctions"). If such cure by BSO does not occur within the thirty (30) day notice period then in such event, City will notify BSO of its decision of the Sanctions that will be implemented by City against BSO. If this Agreement is cancelled or terminated pursuant to this section, BSO shall be reimbursed only for those activities satisfactorily completed in compliance with this Agreement prior to the effective date of such sanction.

9.2. Performance Reports: BSO shall provide any additional information reasonably requested by the Contract Administrator, including without limitation any information that may be required for City or BSO to comply with federal reporting requirements.

ARTICLE 10. MONITORING AND AUDITS

10.1. Access to Records: City, the City of Pompano Beach, DOJ, U.S. Comptroller General, or any of their duly authorized representatives, shall have access to BSO and BSO's contractor's books, documents, papers, and records related to the Grant or this Agreement for the purpose of audit and examination according to the DOJ Grants Financial Guide.

10.2. Property Management: BSO must establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by City or purchased pursuant to this Agreement consistent with federal property management standards set forth in the DOJ Grants Financial Guide, and Part 200 Uniform Guidance. This obligation continues as long as BSO retains the property, notwithstanding expiration or termination of this Agreement.

10.3. Retention of Records: BSO must maintain all records relating to the Grant for a minimum of five (5) years from the date of the final statement and such records must be available for audit and public disclosure upon request. BSO must comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf>

<https://fldoswebumbracoprod.blob.core.windows.net/media/703921/g2-2021-final.pdf>

10.4. Single Annual Audit

10.5.1. BSO must have a single audit or program-specific audit conducted each year. The audit must be performed in accordance with 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and other applicable federal law. This Agreement must be identified in BSO's Schedule of Federal Financial Assistance in the subject audit. BSO's audit report must identify this Agreement and include the contract number, award amount, contract period, funds received, and funds disbursed.

10.5.2. A complete audit report that covers any portion of the effective dates of this Agreement must be submitted to City within 30 days after completion and must be finalized no later than nine (9) months after the audit period. In order to be complete, the submitted audit report to City must include BSO management's written response to all findings. It must also include management letters, if any, and BSO management's response to the management letters.

10.5.3. Audits must be completed by an Independent Public Accountant ("IPA") and according to Generally Accepted Government Auditing Standards. The IPA must be either a Certified Public Accountant or a Licensed Public Accountant. BSO must procure audit activities according to the Part 200 Uniform Guidance and include clear objectives and scope of the audit in addition to peer review reports to strengthen audit quality and ensure effective use of audit resources.

10.5.4. BSO must promptly follow up and take appropriate corrective action for any findings in the audit report in instances of noncompliance with federal laws and regulations, including but not limited to preparation of a summary schedule of prior audit findings and a corrective action plan. BSO's follow-up audit findings must comply with the requirements in Part 200 Uniform Guidance.

10.5.5. BSO must make copies of the audit available for public inspection and ensure respective parts of the reporting package do not include protected personally identifiable information. The audit and its supporting records must be made available upon request for a period of three (3) years after the date the audit report is issued.

10.5.6. The Federal Audit Clearinghouse is the repository of record for 2 C.F.R. § 200(F). Audits performed as a result of this requirement must be completed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's reports, or nine (9) months after the end of the audit period. Submission must include required elements described in Appendix X to Part 200 Uniform Guidance on the specified Data Collection Form (Form SF-SAC) and be signed by BSO's chief financial officer or designee.

ARTICLE 11. TERMINATION

11.1. This Agreement may be terminated for cause by City or BSO if it identifies a breach by the other party that is not corrected within thirty (30) days after receipt of written notice of default from City. This Agreement may also be terminated for convenience by the City with a thirty (30) day advanced written notice to BSO. Termination for convenience shall be effective on the termination date stated in written notice provided. This Agreement will automatically terminate immediately after written notice of such termination or if the Grant or Sub-Award is terminated.

11.2. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

ARTICLE 12. MISCELLANEOUS

12.1. Contract Administrator Authority: The Contract Administrator is authorized to coordinate and communicate with BSO to manage and supervise the performance of this Agreement.

12.2. Public Records. To the extent BSO is acting on behalf of City as stated in Section 119.0701, Florida Statutes, BSO shall:

12.2.1. Keep and maintain public records required by County to perform the services under this Agreement;

Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

IF BSO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BSO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: SAMANTHA GILLYARD, CITY CLERK, at Phone number: 954-480-4213, at e-mail address: WEB.CLERK@DEERFIELD-BEACH.COM, Address: 150 N.E. 2ND AVE., DEERFIELD BEACH, FL 33441.

12.2.2. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to City; and

12.2.3. Upon completion or termination of this Agreement, transfer to City, at no cost, all public records in possession of BSO or keep and maintain public records required by City to perform the services. If BSO transfers the records to City, BSO shall destroy any duplicate public records that are exempt or confidential and exempt. If BSO keeps and maintains the public records, BSO shall meet all applicable requirements for retaining

public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City.

A request for public records regarding this Agreement must be made directly to City, which will be responsible for responding to any such public records requests. BSO will provide any requested records to City to enable City to respond to the public records request.

12.3. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR CITY:

David Santucci
City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441
Email address: DSantucci@deerfield-beach.com

With a copy to:

Anthony C. Soroka
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
1200 N. Federal Highway, Suite 312
Boca Raton, FL 33431
Email address: ASoroka@wsh-law.com

FOR BSO:

Norma McGraw
Grants Manager
Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, Florida 33312
Email address: [Norma McGraw@sheriff.org](mailto:Norma_McGraw@sheriff.org)

With copies to:

Terrence Lynch, General Counsel
Office of the General Counsel
Broward Sheriff's Office

2601 West Broward Blvd.
Fort Lauderdale, Florida 33312
Email address: Terrence_Lynch@sheriff.org

12.4. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

12.5. Compliance with Laws. Both parties must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

12.6. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.7. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

12.8. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

12.9. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect.

12.10. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in

the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, BSO AND CITY HEREBY EACH EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.11. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of City and BSO.

12.12. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

12.13. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

12.14. Counterparts and Multiple Originals. The parties agree that this Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. Facsimile, scanned and electronic mail copies in "portable document format" (".pdf") form and e-signature/digital signatures are acceptable and shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or e-signature/digital signatures shall be deemed to be their original signatures for all purposes

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: the City of Deerfield Beach, signing by and through its City Manager or other authorized agent/representative, authorized to execute same by City Commission action and the Sheriff, signing by and through his duly authorized representative/agent to execute same.

CITY OF DEERFIELD BEACH

By _____
David Santucci, City Manager

____ day of _____, 2021

ATTEST:

Samantha Gillyard, CMC, City Clerk

Approved as to form & legal sufficiency

Anthony C. Soroka, City Attorney

**AGREEMENT BETWEEN CITY OF DEERFIELD BEACH AND THE BROWARD COUNTY SHERIFF FOR
2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM**

BSO

Gregory Tony, Sheriff of Broward County

By: _____

Colonel James Ryes

Executive Director-Department of
Administration

____ day of _____, 2021

Approved as to form & legal sufficiency
subject to the execution by the parties

By: _____

Terrence Lynch, General Counsel
Broward Sheriff's Office

Date: _____

Exhibit A: Grant Agreement



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

October 1, 2018

Mr. Greg Harrison
City of Pompano Beach
100 W. Atlantic Blvd
Pompano Beach, FL 33060-6099

Dear Mr. Harrison:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$515,879 for City of Pompano Beach.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Tamaro T. White, Program Manager at (202) 353-3503; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, reading "Matt Dummermuth", is positioned above the printed name.

Matt Dummermuth
Principal Deputy Assistant Attorney General

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

OCR Letter to All Recipients

October 1, 2018

Mr. Greg Harrison
City of Pompano Beach
100 W. Atlantic Blvd
Pompano Beach, FL 33060-6099

Dear Mr. Harrison:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

SAAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: *Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013)*, available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEO Requirement

An EEO is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEO Certification Report or an EEO Utilization Report to the OCR. For more information on whether your organization is subject to the EEO requirements, see <https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEO specialist at the OCR by telephone at (202) 616-1771 or by e-mail at EEOPforms@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm>.

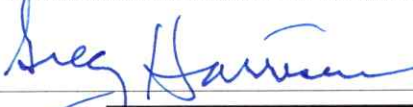
If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

 U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance		Grant		PAGE 1 OF 23																
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Pompano Beach •100 W. Atlantic Blvd Pompano Beach, FL 33060-6099		4. AWARD NUMBER: 2018-DJ-BX-0884 5. PROJECT PERIOD: FROM 10/01/2017 TO 09/30/2021 BUDGET PERIOD: FROM 10/01/2017 TO 09/30/2021 6. AWARD DATE 10/01/2018																		
2a. GRANTEE IRS/VENDOR NO. 481194085		8. SUPPLEMENT NUMBER 00		7. ACTION Initial																
2b. GRANTEE DUNS NO. 080181167		9. PREVIOUS AWARD AMOUNT \$ 0																		
3. PROJECT TITLE FY 18 JAG Grant		10. AMOUNT OF THIS AWARD \$ 515,879 11. TOTAL AWARD \$ 515,879																		
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																				
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)																				
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program																				
15. METHOD OF PAYMENT GPRS																				
AGENCY APPROVAL		GRANTEE ACCEPTANCE																		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Matt Dummermuth Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Greg Harrison City Manager																		
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 		19A. DATE 11-6-2018																
AGENCY USE ONLY																				
20. ACCOUNTING CLASSIFICATION CODES <table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. OFC.</th> <th>REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>DJ</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>515879</td> </tr> </tbody> </table>		FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT	X	B	DJ	80	00	00		515879	21. TDJUGT1090		
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X	B	DJ	80	00	00		515879													

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
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PAGE 2 OF 23

PROJECT NUMBER 2018-DJ-BX-0884

AWARD DATE 10/01/2018

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



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**AWARD CONTINUATION
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PROJECT NUMBER 2018-DJ-BX-0884

AWARD DATE 10/01/2018

SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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PROJECT NUMBER 2018-DJ-BX-0884

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SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



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PROJECT NUMBER 2018-DJ-BX-0884

AWARD DATE 10/01/2018

SPECIAL CONDITIONS

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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PROJECT NUMBER 2018-DJ-BX-0884

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SPECIAL CONDITIONS

16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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29. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

31. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

32. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

33. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

34. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.



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35. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

36. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

37. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

38. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

39. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.



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40. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

41. Certification of Compliance with 8 U.S.C. 1373 and 1644 (within the funded "program or activity") required for valid award acceptance by a local government

In order validly to accept this award, the applicant local government must submit the required "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. 1373 and 1644" (executed by the chief legal officer of the local government). Unless that executed certification either-- (1) is submitted to OJP together with the fully-executed award document, or (2) is uploaded in OJP's GMS no later than the day the signed award document is submitted to OJP, any submission by a local government that purports to accept the award is invalid.

If an initial award-acceptance submission by the recipient is invalid, once the local government does submit the necessary certification regarding 8 U.S.C. 1373 and 1644, it may submit a fully-executed award document executed by the local government on or after the date of that certification.

For purposes of this condition, "local government" does not include any Indian tribe.



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42. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. Certifications from subrecipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Also, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before



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award acceptance.

43. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement (8 U.S.C. 1373 and 1644); unallowable costs; notification
1. If the recipient is a "State," a local government, or a "public" institution of higher education:
- A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
- B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.
- C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance."
- D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition.
4. Rules of Construction
- A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition.
- B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.



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44. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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45. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that--

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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46. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

- A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

- C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be



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detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

D. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

47. Requirement to collect certain information from subrecipients

The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.



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48. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

49. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



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50. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

51. Certification of body armor "mandatory wear" policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

52. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

53. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

54. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

55. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

56. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.



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57. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2017

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2017), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

58. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

59. Three percent set-aside for NIBRS compliance

The recipient must ensure that at least 3 percent of the total amount of this award is dedicated to achieving full compliance with the FBI's National Incident-Based Reporting System (NIBRS), unless the FBI or appropriate State official has certified that the recipient locality is already NIBRS compliant, and evidence of this has been submitted to and approved by BJA. The recipient will be required by BJA to make revisions to budgets that do not clearly indicate what projects will be supported by this 3 percent set-aside, unless evidence of NIBRS compliance has been submitted to and approved by BJA. Recipients serving as fiscal agents for "disparate jurisdictions," (as defined at 34 USC 10156(d)(4)) have to pass this requirement through to in subawards to other localities in the disparate jurisdiction, so that each locality in a disparate jurisdiction group dedicates at least 3 percent of award funds to NIBRS compliance, unless, with respect to each locality in the disparate jurisdiction group, evidence of NIBRS compliance has been submitted to and approved by BJA.



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60. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.

61. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

62. Withholding of funds: NIBRS set-aside

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and BJA reviews and accepts, a budget that clearly dedicates at least 3 percent of the total amount of the award to NIBRS compliance activities or documentation showing that the recipient has been certified as NIBRS compliant, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

63. Withholding of funds: Memorandum of Understanding

The recipient may not obligate, expend, or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

64. Withholding of funds: Budget narrative or information

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

65. Withholding of funds: Program narrative

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the program narrative for this award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.



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SPECIAL CONDITIONS

66. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

67. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Pompano Beach

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2018-DJ-BX-0884

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This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

1. STAFF CONTACT (Name & telephone number)

Tamaro T. White
(202) 353-3503

2. PROJECT DIRECTOR (Name, address & telephone number)

Karen Santen
Grant Coordinator
100 W. Atlantic Blvd
Pompano Beach, FL 33060-6099
(954) 786-4926

3a. TITLE OF THE PROGRAM

BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

FY 18 JAG Grant

5. NAME & ADDRESS OF GRANTEE

City of Pompano Beach
100 W. Atlantic Blvd
Pompano Beach, FL 33060-6099

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2017 TO: 09/30/2021

8. BUDGET PERIOD

FROM: 10/01/2017 TO: 09/30/2021

9. AMOUNT OF AWARD

\$ 515,879

10. DATE OF AWARD

10/01/2018

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of criminal justice related activities based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This Local JAG award will be shared by the County and one or more jurisdictions identified as disparate within the current Fiscal Year eligibility list (www.bja.gov/jag). JAG funding will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Any

equipment purchases or funded initiatives such as overtime, task forces, drug programs, information sharing, etc. will be aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF

RESOLUTION NO. 2020/081

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ACCEPTING THE 2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AWARD; APPROVING THE SUBRECIPIENT AGREEMENT FOR THE GRANT; APPROVING THE MEMORANDUM OF UNDERSTANDING ("MOU") AND AMENDMENT TO THE MOU WITH THE PARTICIPATING AGENCIES FOR ADMINISTRATION OF THE GRANT FUNDS BY THE CITY OF POMPANO BEACH; AUTHORIZING EXECUTION OF THE AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the U.S. Department of Justice ("DOJ"), Office of Justice Programs, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant ("JAG") Program provides funding to assist eligible states, local units of government, and tribes in preventing and reducing crime and violence; and

WHEREAS, the 2018 JAG local government solicitation was released on July 10, 2018; and

WHEREAS, Broward County, along with 17 municipalities within the County, (collectively, the "Participating Agencies") were identified as disparate and eligible for JAG funding totaling \$515,879; and

WHEREAS, the City was allotted \$21,619.80 of the grant funds (the "Grant") for the Violent Crime Theft Reduction Program; and

WHEREAS, the Participating Agencies entered into a Memorandum of Understanding ("MOU") providing for the City of Pompano Beach to serve as the lead agency and grant administrator of the funds received under the JAG Program; and

WHEREAS, in order to receive the Grant, the City must enter into a subrecipient agreement with the City of Pompano Beach (the "Subrecipient Agreement"); and

WHEREAS, the DOJ has requested the Participating Agencies amend the MOU to reflect the actual grant amount awards received by each agency in order to exactly match their grant budgets and sub-grant agreements (the "MOU Amendment"); and

WHEREAS, the City Commission deems it to be in the best interest of the City to accept the Grant, and approve and authorize execution of the Subrecipient Agreement, the MOU, and the MOU Amendment (collectively, the "Agreements").

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 accepts the Grant in the amount of \$21,619.80 for the Violent Crime Theft Reduction Program.

Section 3. The City Commission approves the Subrecipient Agreement with the City of Pompano Beach, attached as Exhibit "A", for disbursement of the Grant.

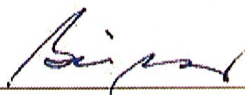
Section 4. The City Commission hereby approves of the MOU and MOU Amendment with the Participating Agencies, attached as Exhibit "B" and "C" respectively.

Section 5. The City Commission hereby authorizes the City Manager to execute the Agreements, 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 6. This Resolution shall take effect immediately upon adoption.

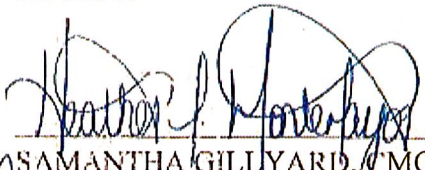
PASSED AND ADOPTED THIS 7TH DAY OF JULY, 2020.

CITY OF DEERFIELD BEACH



BILL GANZ, MAYOR

ATTEST:



for SAMANTHA GILLYARD, CMC, CITY CLERK



**SUBRECIPIENT AGREEMENT BETWEEN CITY OF POMPANO BEACH,
AND CITY OF DEERFIELD BEACH FOR
Edward Byrne Memorial Justice Assistance Grant Program**

This is a Subrecipient Agreement ("Agreement"), made and entered into by and between City of Pompano Beach, a municipal corporation organized and existing under the laws of the State of Florida ("City") and City of Deerfield Beach ("Subrecipient"), (collectively referred to as the "Parties").

- A. The U.S. Department of Justice ("DOJ") has identified Broward County as a "disparate" County.
- B. The City is a recipient of federal Edward Byrne Memorial Justice Assistance Grant ("JAG") funds. As a non-federal pass-through entity for this program, the City sub-awards JAG funds to eligible units of government. All sub-awards made by the City to eligible units of government under this program require compliance with this Agreement upon signed acceptance of the sub-award.
- C. The Subrecipient has been identified as an eligible jurisdiction able to implement the objectives and goals of the JAG program, Catalogue of Federal Domestic Assistance ("CFDA") Number 16.738.
- D. The parties have entered a Memorandum of Understanding pertaining to the subject funds but the DOJ and City require a more extensive, individual subrecipient agreement in the form herein.
- E. This Agreement must be consistent with the requirements outlined in 2 CFR 200.331, the Federal Uniform Administrative requirements, Cost Principals, and Audit Requirements for Federal Awards found in Title 2 Grants and Agreements, Part 200.

NOW THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

SECTION I: PURPOSE

This Agreement establishes the relationship between the Parties for participation in the FY 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation Grant Program (Award Number 2018-DJ-BX-0884). The Federal Award Identification Number is 2018-DJ-BX-0884 and the Federal Award Date to the City was October 1, 2018. Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) the Federal award project description for the Subrecipient is individually summarized in Exhibit A attached hereto and incorporated by reference.

Upon acceptance of the sub-award, the terms and conditions outlined herein will become binding. As a unit of government, the Subrecipient will maintain required state and federal registrations and certifications for eligibility under this program. The Subrecipient must submit required programmatic and financial reports documenting that eligible activities were completed in accordance with the grant and program requirements.

SECTION II: AWARD

The Subrecipient's grant award is as follows:

Subrecipient's Name	Sub-award Amount
City of Deerfield Beach	\$21,619.80

The City will only reimburse Subrecipient for authorized activities. The City will not reimburse for costs incurred for any purpose other than those specified in this Agreement. Failure to comply with provisions of this Agreement, including failure to perform grant activities as specified in this Agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and this Agreement, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project

Grant funds must not to be used for research and development and the Grant funds must not be used for lobbying. Funds allocated under this Agreement shall not be used for prohibited expenditures found in 34 U.S.C. § 10152(d), 42 U.S.C. § 3751, or other prohibited expenditures as identified within the grant.

SECTION III: METHOD OF BILLING AND PAYMENT

Subrecipient may submit invoices for compensation no more often than on a monthly basis, but only after the activities for which the invoices are submitted have been completed. An original

invoice transmitted electronically is due within fifteen (15) days of the end of the month except the final invoice which must be received no later than thirty (30) days after expiration or earlier termination of this Agreement. Invoices must designate the nature of the activities completed and, as applicable, the personnel, hours, tasks, or other detail as requested by the City. All payments made to Subrecipient are contingent upon approval of the City.

Invoices shall be submitted to:

City of Pompano Beach
Room 480, Finance Department
Attn: Melody Major
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Melody.Major@copbfl.com

SECTION IV: TERM

The term of this Agreement and the sub-award period of performance shall begin retroactive to October 1, 2017 and shall end on September 30, 2021. The continuation of this Agreement beyond the end of any City fiscal year is subject to the appropriation and availability of necessary funding from the JAG Program.

SECTION V: GENERAL REQUIREMENTS

Subrecipient must comply with all requirements contained within the JAG Grant's special conditions attached hereto and marked as Exhibit C Award #2018-DJ-BX-0884) applicable to Subrecipient's portion of the funds. Additionally, Subrecipient must comply with requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide), http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf, the Edward Byrne Memorial Justice Assistance Grant program guidance, federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:

- **Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. § 200) Subpart A Definitions, Subparts B-D Administrative Requirements, Subpart E Cost Principals, Subpart F Audit Requirements and all applicable Appendices.** This guidance supersedes previous OMB Circulars and Standard Conditions and is applicable to any new sub-awards made under Federal grants awarded on or after December 26, 2014
<http://www.ecfr.gov/cgi-bin/text-idx?SID=62764122c780e5d1d2134127afadc30d&node=2:1.1.2.2.1 &rgn=div5>

- **Code of Federal Regulations:** www.gpo.gov/fdsys/
 2 C.F.R. § 175.15(b), "Award Term for Trafficking in Persons"
 28 C.F.R. § 38, "Equal Treatment of Faith-Based Organizations"
 28 C.F.R. § 66, "U.S. Department of Justice Common Rule for State and Local Governments" (Common Rule)
 28 C.F.R. § 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
 28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63
- **Public Law**
 Pub. L. No. 109-162, Title XI-Department of Justice Reauthorization, Subtitle B – Improving the Department of Justice's Grant Programs, Chapter 1 – Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program:
<http://www.gpo.gov/fdsys/pkg/PLAW-109publ162/pdf/PLAW-109publ162.pdf>.
- **United States Code:** www.gpo.gov/fdsys/
 42 U.S.C. §§ 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968."
- **State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:** <http://dls.dos.state.fl.us/harm/genschedules/GS2-2008-Rev2010.pdf>.

SECTION VI: STANDARD CONDITIONS

Subrecipient is bound by the following standard conditions:

- 6.1 **Payment Contingent on Appropriation and Availability of Funds** – The City's obligation to reimburse Subrecipient for costs incurred under this Agreement is subject to the availability of federal funds and annual appropriation by the City Commission of the City of Pompano Beach, Florida.
- 6.2 **System for Award Management (SAM)** – Subrecipient must maintain current information in SAM until it submits the financial report required under this award or receives the final payment, whichever is later. This requires the Subrecipient to review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.
- 6.3 **Commencement of Project** – If a project is not operational within 60 days after the date of full execution of this Agreement, Subrecipient must report by letter to the City, the steps taken to initiate the project, the reasons for delay, and the expected start date.

- 6.3.1 If a project is not operational within 90 days after the date of full execution of this Agreement, the Subrecipient must submit a second statement to the City explaining the implementation delay.
- 6.3.2 Upon receipt of the ninety (90) day letter, the City will determine if the reason for the delay is justified or will, at the City's discretion, unilaterally terminate this agreement. The City, where warranted by extenuating circumstances may extend the starting date of the project past the ninety (90) day period, but only by formal written amendment to this agreement.
- 6.4 **Supplanting** – Subrecipient acknowledges that funds received under this award will not be used to supplant state or local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
- 6.5 **Personnel Changes** – Upon implementation of the project, in the event there is a change in Chief Officials for the Subrecipient or any contact information to include mailing address, phone number, email or title change, project staff must notify the DOJ Grants Management System (GMS) help desk to update the organizational information in GMS. Project director changes require a grant adjustment in GMS.
- 6.6 **Non-Procurement, Debarment and Suspension** – Subrecipient must comply with 2 C.F.R. § 180, "OMB Guidelines to Agencies on Government Wide Debarment and Suspension (Non-procurement)." These procedures require Subrecipient to certify that it will not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the City.
- 6.7 **Federal Restriction on Lobbying** – Subrecipient must comply with 28 C.F.R. § 69, "New Restrictions on Lobbying" and must file the most current edition of the Certification and Disclosure Form, if applicable, with each submission that initiates consideration of such Subrecipient for award of a federal contract, grant, or cooperative agreement. In addition, the Subrecipient must not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the OJP.
- 6.8 **The Coastal Barrier Resources Act** - Subrecipient must comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (Pub. L. No. 97-348) dated October 19, 1982 (16 U.S.C. §§ 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

6.9 Enhancement of Security - If funds are used for enhancing security, Subrecipient must:

6.9.1 Have an adequate process to assess the impact of any enhancement of a security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

6.9.2 Conduct such an assessment with respect to each such enhancement and submit to the City, the aforementioned assessment in its Final Program Report.

6.10 Intentionally Deleted-

6.11 Conferences and Inspection of Work - Conferences may be held at the request of any Party to this agreement. At any time, a representative of the City, the U.S. Department of Justice, or the City Auditor, have the right to visit the project site to monitor, inspect and assess activities performed under this agreement.

6.12 Insurance Requirements - Subrecipient is an entity subject to Section 768.28, Florida Statutes, and will be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Subrecipient must furnish verification of liability protection in accordance with state law prior to final execution of this agreement.

SECTION VII: CIVIL RIGHTS REQUIREMENTS

7.1 Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in federally funded programs or activities. The Subrecipient must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 C.F.R. § 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

7.2 The City does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age. Subrecipient must notify program participants and beneficiaries that they do not discriminate on the basis of race, color, national origin, religion, sex, disability, or age in the delivery of services, benefits, or employment practices.

7.3 Subrecipient is responsible for ensuring that contractors and agencies to whom it passes through funds are compliant with all Civil Rights requirements and that those contractors

and agencies are aware that they may file a discrimination complaint with the Subrecipient, with the City or with the Office for Civil Rights (OCR), and how to do so.

7.4 Equal Employment Opportunity Plans

7.4.1 The Subrecipient must develop EEO Plans if they have 50 or more employees and have received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the online short form at www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the Subrecipient and must be available for review and audit. The organization must also submit an EEO Certification to the City.

7.4.2 If the Subrecipient is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the DOJ, it must submit its plan to the DOJ for approval. A copy of the DOJ approval letter must be submitted to the City. The approval letter expires two years from the date of the letter.

7.4.3 The Subrecipient is exempt from the EEO Plan requirement if it has fewer than 50 employees; does not receive any single award of \$25,000 or more from the DOJ; or is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification of Exemption to the City.

7.4.4 The Subrecipient acknowledges that failure to comply with EEO requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.

7.5 **Americans with Disabilities Act** - Subrecipient must comply with the requirements of the Americans with Disabilities Act (ADA) (Pub. L. No. 101-336), which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services, and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

7.6 **Rehabilitation Act of 1973 (28 C.F.R. § 42(G))** - If Subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, it must take the following actions:

7.6.1 Adopt grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28

C.F.R. § 42(G), which prohibits discrimination on the basis of a disability in employment practices and the delivery of services.

7.6.2 Designate a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. § 42(G).

7.6.3 Notify participants, beneficiaries, employees, applicants, and others that the Subrecipient does not discriminate on the basis of disability.

7.7 **Limited English Proficiency (LEP)** - In accordance with DOJ Guidance pertaining to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at www.lep.gov. The City strongly encourages Subrecipient to have a written LEP Language Access Plan.

7.8 **Immigration and Nationality Act** - No federal funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The City will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the City.

SECTION VIII: FINANCIAL REQUIREMENTS AND RESPONSIBILITIES

8.1 Fiscal Control and Fund Accounting Procedures

8.1.1 All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common rule, and OMB Uniform Grant Guidance (2 C.F.R. § 200) as applicable, in their entirety.

8.1.2 Subrecipient must have written procedures for procurement transactions. Procedures must ensure that all solicitations follow 2 C.F.R. § 200.319 Competition. The Subrecipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Subrecipient must have financial management systems in place that are able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for a Subrecipient must be able to accommodate a fund

and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients.

- 8.1.3 All funds spent on this project must be disbursed according to provisions of the project budget as approved in the JAG sub-award.

SECTION IX: SUB-AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 9.1 **Obligation of Subrecipient Funds** - Sub-award funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the period of performance. Only project costs incurred on or after the effective date and on or prior to the termination date of the Subrecipient's project is eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the sub-award period of performance.

9.2 Performance

- 9.2.1 **Sub-award Performance** - The Subrecipient must comply with state and federal requirements for sub-award performance under 2 C.F.R. §§ 200.76 and 200.77. The sub-award must describe the timing and scope of expected performance as related to the outcomes intended to be achieved by the project activities. Where appropriate, the sub-award should provide specific performance goals, indicators, milestones, or expected outcomes (such as outputs, or activities completed or public impacts of any of these) with an expected timeline for accomplishment. Submitted programmatic reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the Subrecipient's performance can be measured. These requirements should be aligned with agency strategic goals, strategic objectives, or performance goals that are relevant to the program.

- 9.2.2 **Performance of Agreement Provisions** - In the event of default; non-compliance; or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultants and suppliers, or both, the City may impose sanctions it deems appropriate against Subrecipient, including withholding payments, cancellation, termination, or suspension of this Agreement in whole or in part. In such event, the City will notify the Subrecipient of its decision thirty (30) days in advance of the effective date of such sanction. The Subrecipient will be reimbursed only for those activities satisfactorily completed prior to the effective date of such sanction.

- 9.2.3 **Reports** - Subrecipient must submit Quarterly Project Performance Reports to the City, within fifteen (15) days after the end of the reporting period. In addition, if the sub-

award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports must be submitted.

9.2.3.1 **Report Contents:** Performance Reports must include to the status of all objectives included in the sub-award. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

9.2.3.2 **Submission Process, Frequency and Format:** Performance Reports may be submitted by the Subrecipient's representative and Performance Reports must be submitted quarterly titled General Information Module, Goals and Objectives Module, Activity/Program Selection Module and Law Enforcement Module in a format required by the City and/or DOJ.

9.3 Financial Expenditure Reports

9.3.1 Subrecipient must submit a Monthly Project Expenditure Report to the City.

9.3.2 All project expenditures for reimbursement of Subrecipient costs must be submitted on the City's Expenditure Report Forms.

9.3.3 All Project Expenditure Reports must be submitted in sufficient detail for proper pre-audit and post-audit.

9.3.4 Before the "final" Project Expenditure Report will be processed, Subrecipient must submit to the City, all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions may result in forfeiture of reimbursement.

9.3.5 Reports are to be submitted even when no reimbursement is being requested.

9.3.6 Reports must be electronically signed by the Subrecipient's Chief Financial Officer or the Chief Financial Officer's designee.

9.4 **Other Reports** - Subrecipient must submit the Uniform Crime Report and other reports as may be reasonably required by the City.

SECTION X: MONITORING AND AUDITS

- 10.1 **Access to Records** – The City, U.S. Department of Justice, U.S. Comptroller General or any of their duly authorized representatives, must have access to books, documents, papers and records of the Subrecipient related to the sub-award, for the purpose of audit and examination according to the Financial Guide and the Common Rule.

The City reserves the right to unilaterally terminate this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida. Statutes, and made or received by the Subrecipient or its contractor in conjunction with this Agreement.

- 10.2 **Monitoring** - Subrecipient must comply with the City's grant monitoring guidelines, protocols, and procedures; and cooperate with the City on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, contract reviews and audits. Subrecipient must provide all documentation necessary to complete monitoring of the sub-award and verify expenditures. Further, Subrecipient must abide by reasonable deadlines set by the City for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Subrecipient's sub-award, including, but not limited to: withholding and/or other restrictions on the Subrecipient's access to funds, referral to the City Auditor for audit review, designation of the Subrecipient as a High-Risk grantee, or termination of award(s).
- 10.3 **Property Management** - Subrecipient must establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the City or purchased pursuant to this Agreement consistent with federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments, or 2 C.F.R. § 200, as applicable. This obligation continues as long as the Subrecipient retains the property, notwithstanding expiration of this Agreement.
- 10.3.1 **Property Use** - Subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipient must use, manage, and dispose of equipment acquired under a Federal award in accordance with 2 C.F.R. § 200.313, "Equipment".
- 10.4 **High Risk Subrecipients** - Subrecipient must comply with any additional requirements that may be imposed during the grant performance period if the City or the DOJ determines the Subrecipient is a high-risk grantee. Cf. 28 C.F.R. §§ 66, 70.

- 10.5 **Reporting, Data Collection and Evaluation** - Subrecipient must comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for JAG. Compliance with these requirements will be monitored by the City.
- 10.6 **Retention of Records** – Subrecipient must maintain all records for a minimum of five (5) years from the date of the financial statement and such records must be available for audit and public disclosure upon request. Subrecipient must comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf>
<http://dos.myflorida.com/media/693578/g02.pdf>.
- 10.7 **Single Annual Audit**
- 10.7.1 A Subrecipient that expends \$750,000 or more in a year in federal awards must have a single audit or program-specific audit conducted for that year. The audit must be performed in accordance with 2 C.F.R. § 200(F) Audit Requirements and other applicable federal law. This Agreement must be identified in the Schedule of Federal Financial Assistance in the subject audit. The audit report must be identified as federal funds passed through the City and include the contract number, award amount, contract period, funds received, and funds disbursed.
- 10.7.2 A complete audit report that covers any portion of the effective dates of this Agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report must include any management letters issued separately and management's written response to all findings, including audit report and management letter findings. Incomplete audit reports will not be accepted by the City.
- 10.7.3 Audits must be completed by an Independent Public Accountant (IPA) and according to Generally Accepted Government Auditing Standards (GAGAS). The IPA must be either a Certified Public Accountant or a Licensed Public Accountant. Subrecipient must procure audit activities according to 2 C.F.R. § 200.509 and include clear objectives and scope of the audit in addition to peer review reports to strengthen audit quality and ensure effective use of audit resources.
- 10.7.4 Subrecipient must promptly follow-up and take appropriate corrective action for any findings on the audit report in instances of noncompliance with federal laws and regulations, including but not limited to preparation of a summary schedule of

prior audit findings and a corrective action plan. Subrecipient follow-up to audit findings must abide by requirements in 2 C.F.R. § 200.511.

- 10.7.5 Subrecipient must make copies available for public inspection and ensure respective parts of the reporting package do not include protected personally identifiable information. Records must be made available upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the City.

A Subrecipient that expends less than \$750,000 in federal awards during a fiscal year is exempt from the audit requirements of 2 C.F.R. § 200(F) for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, must be provided to the City by the Chief Financial Officer, or designee, that the Subrecipient is exempt. This notice must be provided to the City no later than June 30 following the end of the fiscal year.

- 10.7.6 If this Agreement is closed without an audit, The City reserves the right to recover any disallowed costs identified in an audit completed after such closeout.

- 10.7.7 The Federal Audit Clearinghouse is the repository of record for 2 C.F.R. § 200(F). Audits performed as a result of this requirement must be completed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to Part 200 on the specified Data Collection Form (Form SF-SAC) and be signed by a senior level representative or chief official of the auditee.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:

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AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SUBRECIPIENT FOR THE
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

"CITY":

CITY OF POMPANO BEACH

DocuSigned by:

Rezo Hardin

By: 602CB700EB3F400...

REX HARDIN, MAYOR

DocuSigned by:

Gregory P. Harrison

By: 7052A67F15A44CB

GREGORY P. HARRISON, CITY MANAGER

Attest:

DocuSigned by:

Aseleta Hammond

-77504290316A480

ASCELETA HAMMOND
CITY CLERK

Approved As To Form:

DocuSigned by:

Mark E. Berman

PRIMA 00A804A1

MARK E. BERMAN
CITY ATTORNEY

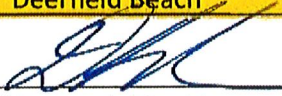
(SEAL)

DocuSigned by:



SUBRECIPIENT

CITY of Deerfield Beach

By: 
David Santucci, City Manager

2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

AGENCY: Broward Sheriff's Office Deerfield Beach

PROJECT NAME: Violent Crime-Theft Reduction Program

GOALS:

- To reduce the number of violent crimes (Aggravated Assault, Robbery) in the City of Deerfield Beach.
- To reduce the number of Auto Thefts and Larcenies that are occurring in the City of Deerfield Beach.

OBJECTIVES:

- Target specific areas in the City of Deerfield Beach that has shown a sharp increase in the number of reported Aggravated Assaults and Robberies.
- Target specific areas (shopping centers) that have shown a sharp increase in the number of agencies that have been reported.
- Target repeat offenders who are well known to investigators as committing multiple crimes in the City of Deerfield.

IDENTIFIERS:

- Crime Analysis (Deerfield Beach)
- Crime Analysis (Other Agencies)
- Reported Aggravated Assaults-Robberies
- Reported Auto Thefts-Larcenies

PROJECT ABSTRACT:

In 1990 the Broward Sheriff's Office entered into a contractual agreement with the City of Deerfield Beach to provide law enforcement services. During the last two years, there has been a sharp increase in the number of reported Aggravated Assaults, Robberies, Auto Thefts, and Larcenies in the City of Deerfield Beach. Analysis depicts that the majority of these incidents can be narrowed down to specific geographical areas of the city. The Deerfield Beach district will use JAG funds to target these specific areas and reduce the aforementioned crimes. Personnel will be used in an overtime status allowing them to concentrate on areas where these incidents are occurring. Daily analytical data will dictate where personnel deployment. The goal of this operation is to reduce both the violent crimes (Aggravated Assault and Robberies) along with the property crimes (Auto Theft and Larcenies).

PROJECT NARRATIVE:

City Background

The City of Deerfield Beach is located just south of Palm Beach County and consists of just over 15 square miles of land. The city borders to the east the Atlantic Ocean and west of the Florida Turnpike. The estimated population for 2018 is 79,764 and can exceed 100,000 during the winter months with the arrival of part-time residents. The city has easy access to I-95, Florida Turnpike corridors and the Florida East Coast and CSX railways. The City of Deerfield Beach contracted with the Broward Sheriff's Office in 1990 to provide law enforcement services for the entire city.

The City of Deerfield Beach is currently experiencing growth both in residential homes and businesses. Multi-family housing units are currently under construction which will increase the number of permanent residents along with the students attending the local schools. The Broward Sheriff's Office responded to 61,000+ calls for service in 2017 and is on track to exceed 63,000+ calls in 2018.

Description of Issue

The City of Deerfield Beach has seen an increase in violent crimes starting in 2016. In 2016 there were 93 reported Robberies with an increase to 111 in 2017. Aggravated Assaults went from 146 to 17. Property crimes also increased from 2016 to 2017, Auto Thefts went from 220 to 261 and Larcenies went from 1597 to 1771. The Crime Index per 100,000 rose from 3180 in 2016 to 3,349 in 2017. A closer analysis of these crimes shows the following trends:

- In the majority of robberies, the offender either displayed a weapon (firearm/knife) or indicated he had one.
- Offenders are using social media apps to meet with victims who are legitimately selling merchandise only to become a victim of a robbery.
- In a majority of the Aggravated Assaults, the offender had a weapon.
- New trends in auto thefts have been emerging for the past year. Vehicles are being stolen using cloned key-fobs. The crime analysis unit has been tracking where the vehicles are being recovered and more than one-third have yet to be recovered indicating they are either being chopped for parts or shipped to other countries.
- Suspects who are committing larcenies at large retail centers have become better organized and are using counter-surveillance tactics to elude the patrol officer. Subjects are using cell phones to communicate with each other, using fire exits as escape routes, and devices to disable anti-theft locks on expensive items.

The on-going challenge for patrol personnel is finding time to address these issues. Just to complete a simple misdemeanor battery report takes up to ninety minutes (90) to complete. Deputies are now required to take statements, pictures, and submit everything into evidence. More complex reports could take hours with all the new requirements implemented by the State.

Capabilities and Competencies

JAG funds will allow personnel in an overtime status to be free from answering calls for service and concentrate on specific areas where the majority of the aforementioned crimes are occurring. These funds will allow personnel to take time to become creative in setting up their own surveillance, reverse stings, park, and walks, and more community interaction to develop intelligence and to promote the use of CrimeStoppers where residents with information on crimes can remain anonymous.

Plan for Collecting the Data and Performance Measures:

Deerfield Beach is assigned a crime analyst who has access to real-time data including calls for service and arrests. The crime analyst will be able to geo-code incidents as they occur and assist with the deployment of our personnel into those specific areas. At the end of the week, supervisors will evaluate results from the deployment of personnel. Supervisors will review arrests, calls for service, citizen contacts, and if the location has moved or remained static.

Our performance measures will include:

- Reduction of violent crimes along with the reduction of auto thefts and larcenies.
- Arrests directly related to violent crimes and/or auto thefts and larcenies.
- Reduction in calls for service for violent crimes and/or auto thefts and larcenies in the targeted areas.

Exhibit D: Budget

FY 2018 Deerfield Beach City Edward Byrne Justice Grant Program

Describe Purpose: BSO is the contracting entity for the City of Deerfield Beach who will implement the Juvenile Prevention and Auto Crimes Reduction program with 2018 JAG funds.

A. PERSONNEL \$ -

Item	Computation	Cost
------	-------------	------

B. FRINGE BENEFITS \$ -

Item	Computation	Cost
------	-------------	------

C. TRAVEL \$ -

Item	Computation	Cost
------	-------------	------

D. EQUIPMENT \$ -

Item	Computation	Cost
------	-------------	------

E. SUPPLIES \$ -

Item	Computation	Cost
------	-------------	------

F. CONSTRUCTION \$ -

Item	Computation	Cost
------	-------------	------

G. CONSULTANTS/CONTRACTS \$ 20,971.21

Item	Computation	Cost
Contracted Overtime Services	\$68 per hour X 233.4596 hours	\$ 15,875.25
FICA	7.65% X \$ 15,875.25	\$ 1,214.46
Retirement Special Risk	24.45% X \$ 15,875.25	\$ 3,881.50

H. OTHER	\$	648.59
-----------------	-----------	---------------

Item	Computation	Cost
NIBRS	\$21,619.80 X 3%	\$ 648.59

I. INDIRECT COST	\$	-
-------------------------	-----------	----------

Item	Computation	Cost
-------------	--------------------	-------------

TOTAL PROJECT COST	\$	21,619.80
---------------------------	-----------	------------------

BUDGET SUMMARY

A. PERSONNEL	\$	-
B. FRINGE BENEFITS	\$	-
C. TRAVEL	\$	-
D. EQUIPMENT	\$	-
E. SUPPLIES	\$	-
F. CONSTRUCTION	\$	-
G. CONSULTANTS/CONTRACTS	\$	20,971.21
H. OTHER	\$	648.59
I. INDIRECT COST	\$	-
TOTAL PROJECT COST	\$	21,619.80

FEDERAL REQUEST	\$	21,619.80
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BUDGET NARRATIVE

A. PERSONNEL

B. FRINGE BENEFITS

C. TRAVEL

D. EQUIPMENT

E. SUPPLIES

F. CONSTRUCTION

G. CONSULTANTS/CONTRACTS

BSO will contract with the City of Deerfield Beach where Deputies will work Overtime to conduct surveillance of targeted businesses, hotels and residences in the city of Deerfield Beach experiencing an increase of auto theft. Additionally, JAG funds will be utilized for Deputies who work Overtime to monitor the activity of juvenile offenders (to include truants) who reside in the city and are believed to commit(ted) crimes. Approximately, 233.4596 hours will be used for the life of the project.

It is customary to cover basic benefit plan for Deputies working on this project which includes FICA at 7.65% and Special Retirement at 24.45% which are the Florida Department of Management Services Division of Retirement percentage rate.

H. OTHER

An automatic 3% of the 2018 JAG award will be set aside and contributed to the National Incident-Based Reporting System (NIBRS).

I. INDIRECT COSTS



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-758

Agenda Date: 6/15/2021

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 Hire DFB Incentive Program Grant Application from Publix Super Markets, Inc. in the amount of \$50,000 in incentive program funds; providing for implementation and an effective date. (Funds from Account #001-1500-552-80-53 - Incentives)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$50,000

Account Name: Incentives

Account Number: 001-1500-552-80-53

Account Name: American Rescue Plan Funding Source

Account Number: TBD

Background/History

As part of the Fiscal Year 2021 Budget, City Commission approved the creation of and funding for the HIRE DFB grant program to incentivize local employers to create new jobs for Deerfield Beach residents. Program goals also include business attraction to the City and retention and expansion of existing businesses.

Current Activity

Publix Super Markets Inc. is located at 777 NW 12th Avenue in Deerfield Beach. This is the Publix Distribution facility and not a local grocery store. The company currently employs 1,448 employees at this location.

Due to consumer purchasing changes due to COVID, Publix has rapidly expanded the Publix Fresh line of grab and go ready made meals. Economic Development staff worked with the Greater Fort Lauderdale Alliance staff to pitch the Deerfield Beach location to Publix site selectors when the company was also considering placing the operation in Jacksonville and Atlanta, Georgia. The availability of the HIRE DFB program was part of the overall presentation of the Deerfield Beach location for their expansion.

To staff the Publix Fresh expansion, Publix must hire 521 new employees. The positions span all aspects of the new operation and will pay from \$29,916 to \$67,716. The company has applied for \$50,000 from the HIRE DFB program to staff up to 100 of these positions with Deerfield Beach residents. According to program guidelines, Publix would qualify for \$50,000. Publix qualifies for \$500 for each Deerfield Beach resident hired. The City will pay to Publix half of the amount at the time of hire and the other half after the employee remains on the payroll for six months. Staff pulls the Internal Revenue Service (IRS) RT6 report for the company to verify initial job creation and that the number remains intact at 6 months to ensure the jobs remain in force.

Staff has reviewed the application and deem it complete.

The Economic Development Department budgeted \$20,000 for the HIRE DFB program in Fiscal Year 2021. Due to the continued widespread unemployment due to the COVID pandemic and the large number of jobs targeted for Deerfield Beach residents who remain unemployed, the Economic Development Department included a \$100,000 funding request from the American Recovery Plan ("ARP") funds for the HIRE DFB program. The ARP spending plan is currently being finalized for the City of Deerfield Beach. If approved, staff would earmark \$30,000 of ARP funding for the Publix job creation project.

Recommendation

Staff recommends approval of the Publix Super Market Inc. application for up to \$50,000 in HIRE DFB funding for the creation of up to 100 new jobs for Deerfield Beach residents.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE HIRE DFB INCENTIVE PROGRAM GRANT APPLICATION FROM PUBLIX SUPER MARKETS, INC. IN THE AMOUNT OF \$50,000 IN INCENTIVE PROGRAM FUNDS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, Section 18-8 of the City Code establishes the Hire DFB Incentive Program (the “Program”); and

WHEREAS, the purpose of the Program is to encourage the hiring and retention of Deerfield Beach residents in new jobs in the City, help offset onboarding costs, and to attract and retain businesses in the City; and

WHEREAS, in accordance with Program guidelines, an applicant may qualify for \$500 for each City resident hired; and

WHEREAS, Public Super Markets, Inc. (“Publix”) is looking to expand their Publix Fresh line of grab and go ready meals (the “Expansion”); and

WHEREAS, Publix currently has a distribution facility at 777 NW 12th Avenue in the City; and

WHEREAS, Publix was considering the City, Jacksonville, and Atlanta as locations for the Expansion; and

WHEREAS, staff worked with the Greater Fort Lauderdale Alliance staff to pitch the City to Publix site selectors for the Expansion; and

WHEREAS, to staff the Expansion, Publix must hire 521 new employees; and

WHEREAS, the positions available for the Expansion span all aspects of the new operation with an annual pay range from \$29,916 to \$67,716; and

WHEREAS, Publix submitted an application, attached as Exhibit “A,” for \$50,000 from the Program to staff up to 100 of these positions with City residents (the “Application”); and

WHEREAS, the City Commission believes that it is in the best interest of the City to approve Publix’s Application for the Program.

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 Application from Publix, attached as Exhibit “A,” for \$50,000 in Hire DFB Incentive Program funds subject to the Program Guidelines.

Section 3. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



June 02, 2021

JASON TROLLER
TAX MANAGER – CREDITS & INCENTIVES
Publix Super Markets, Inc.
Dear Jason,

The City of Deerfield Beach is pleased to inform you that Publix Super Markets, Inc. application for the HIRE DFB Incentive Program for the facility located at 777 SW 12th Avenue, Deerfield Beach, FL 33442, has been approved for \$50,000.

The City Commission made this program available to encourage the hiring of Deerfield Beach residents to new jobs in the City and to help offset onboarding costs. This incentive is also intended to attract and retain businesses such as yours in Deerfield Beach.

Please allow up to fifteen (15) business days to receive the funds, City staff will be contacting you with next steps if any.

If you have any additional questions concerning this Award Letter, please feel free to contact Gigi Chazu at (954) 395-6051 or gchazu@deerfield-beach.com.

Sincerely,

Kris Mory
Director of Economic Development



Hire DFB Incentive Program Application Form

Business Name: Publix Super Markets, Inc. 6 Digit NAICS Code: 311991
Federal Tax ID #: 59-0324412 City Business License #: 21-00001980
Physical Address: 777 SW 12th Avenue, Deerfield Beach, FL 33442
Contact Person's Name: Jason Troller Title: Sr. Tax Consultant
Contact Person's Email: jason.troller@publix.com Phone: (863) 688-1188 ext 33561
Detailed description of Business Activity: The new business activity at this location will manufacture grab and go items such as sandwiches,
leafy salads and wraps, meal sub kits, small chili platters, and new innovative products that will be distributed to Publix retail locations. These items are currently being produced at the store level and purchased through third-party vendors.

Reason for adding the new jobs: The new jobs are required to support the manufacturing and distribution of the products to
Publix retail locations.

Current Number of Employees: 1,468 Full time: 1,457 Part-time: 11

Number of Local Hires 155 (current employees whose home address is within Zip Codes 33441, 33442 and 33064 within the incorporated city limits of the City of Deerfield Beach)

Proposed Number of New Local Hires: up to 100 Salary Range: \$29,916 - \$67,716

Job Title(s) of New Local Hires:	Salary Range
<u>See Attached</u>	<u>See Attached</u>
<u></u>	<u></u>
<u></u>	<u></u>

I certify to the hiring of up to 100 Deerfield Beach Residents for a period of no less than six (6) months with starting dates of employment starting within 3 months of application approval, and with regular employment of 35 or more hours per week on average.

The information contained herein is true, complete and correct to the best of my knowledge. I certify that I have authority to apply for this grant on behalf of the business described herein. I understand that this information may be made available for public review and is subject to the terms of the Florida Public Records Act.

Gino DiGrazia
Signature of Official or Authorized Representative

Gino DiGrazia
Printed Name

5/10/2021
Date

VP Finance
Position

Business Tax Office
150 NE 2nd Ave.
Deerfield Beach, FL 33441
Phone: (954)480-4333
E-mail: web.btr@deerfield-beach.com



Deerfield Beach
Florida

Business Tax Receipt License
2020-2021

License Number: 21-00001980

Date Issued: 9/2/2020

Expires: 9/30/2021

PUBLIX SUPER MARKETS INC

ATTN: BAR/JENKINS

P O BOX 32027

LAKELAND FL 33802-2027

Classification: BUSINESS SERVICES

Business Location: 777 SW 12 AVE

Service(s): DISTRIBUTOR/PROCESSG/WAREHOUSE

Control Number: 0082510

Tax Amount: \$ 58.80

Add. Fees: \$ 1,930.20

Penalty: \$ 0.00

Total Amount Paid: \$1,989.00

Notice: This Tax Receipt becomes **NULL** and **VOID** if ownership, business name, or address changed. Business owner must apply to Business Tax Office for Transfer.

Detach and retain for your records

*** Business Tax Receipt ***

2020-2021

- This Business Tax Receipt represents proof of payment of your Business Tax Fee for the period of October 1st to September 30th. Please exercise diligence in maintaining this receipt.
- Once you have obtained a Deerfield Beach Business Tax Receipt, you will be sent a renewal notice each year beginning July 1st, (90 days prior to expiration) to the address listed on the Receipt. Please check all Receipt information and report any errors to us immediately. The City may impose fines and penalties for failure to renew this Receipt.
- Your current Receipt shall be posted so that it is able to be viewed by anyone upon entering your place of business.
- If you change your business name, ownership or location, you must apply for a new Tax Receipt.
- If you have more than one location, you must obtain a Receipt for each location.
- For information on signage regulations, visit the City's website at www.deerfield-beach.com/signage.

Increase traffic to your business by participating in the City's Recycling Rewards Program!

Residents who recycle on a regular basis are accumulating points to be redeemed for rewards at participating businesses to claim discounts and gift certificates. Participating businesses see increased traffic from this program and those that have a commercial recycling account serviced by the City receive additional rewards.

To learn how to have your business become a Rewards Partner, please contact Recycling Perks at infor@recyclingperks.com. For Information on how to set up a commercial recycling account, contact the City's Recycling Division at 954-480-4454.

This Receipt does not represent an endorsement or certification of the business listed herein by the City of Deerfield Beach.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Profit Corporation
PUBLIX SUPER MARKETS, INC.

Filing Information

Document Number 112252
FEI/EIN Number 59-0324412
Date Filed 12/27/1921
State FL
Status ACTIVE
Last Event CORPORATE MERGER
Event Date Filed 09/06/2019
Event Effective Date NONE

Principal Address

3300 PUBLIX CORPORATE PKWY
LAKELAND, FL 33811-3311

Changed: 03/24/2010

Mailing Address

3300 PUBLIX CORPORATE PKWY
LAKELAND, FL 33811-3311

Changed: 01/19/2018

Registered Agent Name & Address

Corporate Creations Network, Inc.
801 US Highway 1
North Palm Beach, FL 33408

Name Changed: 04/07/2020

Address Changed: 04/07/2020

Officer/Director Detail

Name & Address

Title VP, Secretary

Metz, Merriann M
3300 PUBLIX CORPORATE PKWY
LAKELAND, FL 33811-3311

Title EXECUTIVE VP & CFO

PHILLIPS, DAVID P
3300 PUBLIX CORPORATE PKWY
LAKELAND, FL 33811-3311

Title CEO

JONES, RANDALL T, Sr.
3300 PUBLIX CORPORATE PARKWAY
LAKELAND, FL 33811-3311

Title SR VP

SMITH, MICHAEL R
3300 PUBLIX CORPORATE PKWY
LAKELAND, FL 33811-3311

Title VP, Facilities

MCGARRITY, ROBERT J
3300 PUBLIX CORPORATE PKWY
LAKELAND, FL 33811-3311

Title VP, Real Estate Strategy

BALCERAK, ROBERT S
3300 PUBLIX CORPORATE PKWY
LAKELAND, FL 33811-3311

Title VP, Industrial Maintenance and Purchasing

BARBER, RANDOLPH L
3300 PUBLIX CORPORATE PKWY
LAKELAND, FL 33811-3311

Title VP, Real Estate Assets

RAYBURN, WILLIAM W, IV
3300 PUBLIX CORPORATE PKWY
LAKELAND, FL 33811-3311

Title President

Murphy, Kevin S
3300 PUBLIX CORPORATE PKWY
LAKELAND, FL 33811-3311

Annual Reports

Report Year	Filed Date
2020	01/24/2020
2020	04/07/2020

2021

04/16/2021

Document Images

04/16/2021 -- ANNUAL REPORT	View image in PDF format
04/07/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
01/24/2020 -- ANNUAL REPORT	View image in PDF format
09/06/2019 -- Merger	View image in PDF format
06/01/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
05/20/2019 -- Merger	View image in PDF format
05/20/2019 -- Merger	View image in PDF format
03/06/2019 -- ANNUAL REPORT	View image in PDF format
03/27/2018 -- Merger	View image in PDF format
01/19/2018 -- ANNUAL REPORT	View image in PDF format
08/22/2017 -- Merger	View image in PDF format
07/24/2017 -- Merger	View image in PDF format
07/12/2017 -- Merger	View image in PDF format
07/12/2017 -- Merger	View image in PDF format
06/07/2017 -- Merger	View image in PDF format
04/14/2017 -- Merger	View image in PDF format
03/31/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
02/13/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
01/25/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
01/24/2017 -- ANNUAL REPORT	View image in PDF format
02/11/2016 -- ANNUAL REPORT	View image in PDF format
04/29/2015 -- Merger	View image in PDF format
04/29/2015 -- Merger	View image in PDF format
04/29/2015 -- Merger	View image in PDF format
02/23/2015 -- ANNUAL REPORT	View image in PDF format
07/29/2014 -- Merger	View image in PDF format
04/22/2014 -- ANNUAL REPORT	View image in PDF format
09/04/2013 -- Merger	View image in PDF format
09/04/2013 -- Merger	View image in PDF format
07/02/2013 -- Merger	View image in PDF format
04/02/2013 -- ANNUAL REPORT	View image in PDF format
02/22/2013 -- Merger	View image in PDF format
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03/06/2012 -- ANNUAL REPORT	View image in PDF format
06/01/2011 -- ANNUAL REPORT	View image in PDF format
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03/23/2011 -- Merger	View image in PDF format
03/23/2011 -- Merger	View image in PDF format
03/24/2010 -- ANNUAL REPORT	View image in PDF format
06/16/2009 -- Merger	View image in PDF format
02/26/2009 -- ANNUAL REPORT	View image in PDF format
06/13/2008 -- Merger	View image in PDF format
06/09/2008 -- ANNUAL REPORT	View image in PDF format
04/07/2008 -- ANNUAL REPORT	View image in PDF format
09/27/2007 -- Merger	

06/22/2007 -- Merger	View image in PDF format
04/16/2007 -- ANNUAL REPORT	View image in PDF format
11/16/2006 -- Merger	View image in PDF format
05/01/2006 -- ANNUAL REPORT	View image in PDF format
04/18/2006 -- Amendment	View image in PDF format
04/27/2005 -- ANNUAL REPORT	View image in PDF format
04/19/2004 -- ANNUAL REPORT	View image in PDF format
10/02/2003 -- Merger	View image in PDF format
03/07/2003 -- ANNUAL REPORT	View image in PDF format
02/21/2002 -- ANNUAL REPORT	View image in PDF format
08/27/2001 -- ANNUAL REPORT	View image in PDF format
03/29/2001 -- ANNUAL REPORT	View image in PDF format
08/21/2000 -- ANNUAL REPORT	View image in PDF format
07/14/2000 -- Reg. Agent Change	View image in PDF format
04/11/2000 -- ANNUAL REPORT	View image in PDF format
04/02/1999 -- ANNUAL REPORT	View image in PDF format
01/29/1998 -- ANNUAL REPORT	View image in PDF format
03/10/1997 -- ANNUAL REPORT	View image in PDF format
02/08/1996 -- ANNUAL REPORT	View image in PDF format
02/14/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

<u>Name</u>	<u>Age</u>	<u>Business Experience During Last Five Years</u>	<u>Served as Officer of Company Since</u>
Executive Officers of the Company			
David E. Bornmann	63	Senior Vice President of the Company.	1998
Laurie Z. Douglas	57	Senior Vice President and Chief Information Officer of the Company to January 2019, Senior Vice President, Chief Information Officer and Chief Digital Officer thereafter.	2006
Randall T. Jones, Sr.	58	President of the Company to May 2016, Chief Executive Officer and President to January 2019, Chief Executive Officer thereafter.	2003
Kevin S. Murphy	50	Vice President of the Company to May 2016, Senior Vice President to January 2019, President thereafter.	2014
David P. Phillips	61	Chief Financial Officer and Treasurer of the Company and Trustee of the Committee of Trustees of the ESOP to May 2016, Executive Vice President, Chief Financial Officer and Treasurer and Trustee of the Committee of Trustees of the ESOP thereafter.	1990
Michael R. Smith	61	Senior Vice President of the Company.	2005
Officers of the Company			
Norman J. Badger	42	District Manager of Retail Operations of the Company to July 2017, Regional Director of Retail Operations to May 2020, Vice President thereafter.	2020
Robert S. Balcerak, Jr.	60	Director of Real Estate Strategy of the Company to April 2017, Vice President thereafter.	2017
Randolph L. Barber	58	Director of Industrial Maintenance of the Company to January 2018, Vice President thereafter.	2018
Robert J. Bechtel	57	Regional Director of Retail Operations of the Company to May 2016, Vice President thereafter.	2016
Marcy P. Benton	52	Director of Retail Associate Relations of the Company to September 2017, Vice President thereafter.	2017
Scott E. Brubaker	62	Vice President of the Company.	2005
G. Gino DiGrazia	58	Vice President of the Company.	2002
John L. Goff, Jr.	47	Regional Director of Retail Operations of the Company to January 2019, Vice President thereafter.	2019
Linda S. Hall	61	Vice President of the Company.	2002
Douglas A. Harris, Jr.	48	General Manager of Manufacturing Operations of the Company to March 2018, Director of Manufacturing Operations to May 2019, Vice President thereafter.	2019
Mark R. Irby	65	Vice President of the Company.	1989
Kris Jonczyk	51	Regional Director of Retail Operations of the Company to January 2020, Vice President thereafter.	2020
Linda S. Kane	55	Vice President and Assistant Secretary of the Company.	2000
Erik J. Katenkamp	49	Vice President of the Company.	2013
L. Renee Kelly	59	Vice President of the Company.	2013
Michael E. Lester	55	Director of Warehousing of the Company to January 2019, Vice President thereafter.	2019
Christopher M. Litz	57	Vice President of the Company.	2016
Robert J. McGarrity	59	Director of Construction of the Company to January 2017, Vice President thereafter.	2017

<u>Name</u>	<u>Age</u>	<u>Business Experience During Last Five Years</u>	<u>Served as Officer of Company Since</u>
Officers of the Company (Continued)			
Merriann M. Metz	45	Assistant General Counsel of the Company to May 2016, Assistant General Counsel and Assistant Secretary to June 2019, Vice President, General Counsel and Secretary thereafter.	2016
Brad E. Oliver	47	Business Development Director of Grocery Retail Support of the Company to March 2017, Business Development Director of DSD Products to January 2018, Vice President thereafter.	2018
Samuel J. Pero	58	Regional Director of Retail Operations of the Company to May 2016, Vice President thereafter.	2016
John F. Provenzano	47	Executive Director of the National Association of State Treasurers to June 2017, Vice President of the Company thereafter.	2017
William W. Rayburn, IV	58	Director of Real Estate Assets of the Company to September 2017, Vice President thereafter.	2017
Charles B. Roskovich, Jr.	59	Vice President of the Company.	2008
Dain Rusk	47	Vice President of Pharmacy Business Development of Albertsons Companies to August 2016, Group Vice President of Pharmacy Operations of Albertsons Companies to June 2018, Vice President of the Company thereafter.	2018
Marc H. Salm	60	Vice President of the Company.	2008
Steven B. Wellslager	54	Vice President of the Company.	2013

The terms of all officers expire in May 2021 or upon the election of their successors.

Listing of Jobs

<u>Position Title</u>	<u># of Available</u>	<u>Salary Range</u>	
	<u>Positions</u>	<u>Min</u>	<u>Max</u>
Administrative Support 3	1	\$ 17.00	\$ 23.50
Administrative Support 4	1	\$ 18.60	\$ 25.60
Assembly Support Operator	22	\$ 15.65	\$ 21.45
Bread Baking Room Worker	12	\$ 14.85	\$ 20.40
Environmental Sanitor	11	\$ 14.85	\$ 20.40
Hourly Support 3 – SAP Clerk	1	\$ 17.00	\$ 23.50
Inventory Control Analyst	2	\$ 20.65	\$ 28.50
Kitchen Sanitor	12	\$ 13.85	\$ 19.10
Lab Technician	9	\$ 18.00	\$ 24.85
Line Operator	35	\$ 15.65	\$ 21.45
Line Worker	249	\$ 13.85	\$ 19.10
Palletizing Room Worker	42	\$ 14.85	\$ 20.40
Pre-Assembly Worker	33	\$ 14.85	\$ 20.40
Production Operator	4	\$ 17.50	\$ 24.05
Receiver/Shipper	7	\$ 16.55	\$ 22.85
Sanitation Operator	26	\$ 17.80	\$ 24.45
Slicing Room Operator	14	\$ 18.50	\$ 25.50
Slicing Support Operator	11	\$ 15.65	\$ 21.45
Subkit Operator	9	\$ 15.65	\$ 21.45
Team Leader	18	\$ 22.75	\$ 31.35
Vacation/Shift Relief Operator	2	\$ 19.45	\$ 26.80
	<u>521</u>		

Pay levels may have part-time positions. The pay ranges for part-time positions are \$1.00 less than the full time range for each pay level. Night differential pay is \$.50 per hour in addition to the rates above.

Site Address	777 SW 12 AVENUE, DEERFIELD BEACH FL 33442	ID #	4942 02 15 0010
Property Owner	PUBLIX SUPER MARKETS INC ATTN: REAL EST TAX DEPT	Millage	1112
Mailing Address	PO BOX 407 LAKELAND FL 33802-0407	Use	48
Abbreviated Legal Description	DEERFIELD BEACH DISTRIBUTION CENTER 121-10 PARCEL A, TOGETHER WITH A POR OF SCOTTY'S DEERFIELD BEACH DISTRIBUTION CENTER 119-45 DESC AS PARCEL A LESS COMM SE COR OR SEC 2 NLY 1358 45 WLY 80 TO PT ON WLY RAWL OF SW 12 AVE & POB CONT WLY 49 78 NLY 50 ELY 50, SLY 49 78 TO POB & LESS COMM AT SE COR SEC 2, NLY 1407 83, WLY 80 TO POB WLY 8 NLY 34 56, NELY 80 40, SLY 114 56 TO POB		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).



IT'S IMPORTANT THAT YOU KNOW:

The 2021 values currently shown are considered "working values" and are subject to change. These numbers will change frequently online as we make various adjustments until they are finalized.

Property Assessment Values

Click here to see 2020 Exemptions and Taxable Values as reflected on the Nov. 1, 2020 tax bill.

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2021	\$19,359,130	\$69,637,170	\$88,996,300	\$88,996,300	
2020	\$19,359,130	\$69,640,870	\$89,000,000	\$89,000,000	\$1,860,981.10
2019	\$19,359,130	\$69,640,870	\$89,000,000	\$89,000,000	\$1,872,693.50
2021 Exemptions and Taxable Values by Taxing Authority					

Florida Department of Revenue Employer's Quarterly Report

Employers are required to file quarterly tax/wage reports regardless of employment activity or whether any taxes are due

Use black ink. Example A: Handwritten. Example B: Typed.

Example A: 0123456789 0123456789
Example B: 0123456789 0123456789

Use Black Ink to Complete This Form

RT-6
R. 01/11

QUARTER ENDING: 03 / 31 / 2020
DUE DATE: 04/30/2020

PENALTY AFTER DATE:

TAX RATE: 0.1 %

RT ACCOUNT NUMBER: 0027810

Do not make any changes to the pre-printed information on this form. If changes are needed, request and complete an Employer Account Change Form (RT-3).

If you do not have an account number, you are required to register (see instructions).

F.E.I. NUMBER: 59 - 0324412

FOR OFFICIAL USE ONLY POSTMARK DATE:

Name
Mailing
Address
City/St/ZIP

PUBLIX SUPER MARKETS INC
P.O. Box 32024
Lakeland
FL 33802-2024

Location
Address
City/St/ZIP

Reverse Side Must be Completed

2. Gross wages paid this quarter (Must total all pages.)
3. Excess wages paid this quarter (See instructions.)
4. Taxable wages paid this quarter (See instructions.)
5. Tax due (Multiply Line 4 by Tax Rate.)
6. Penalty due (See instructions.)
7. Interest due (See instructions.)
8. Installment fee (See instructions.)
9a. Total amount due (See instructions.)
9b. Amount Enclosed (See instructions.)

1. Enter the total number of full-time and part-time covered workers who performed services during or received pay for the payroll period including the 12th of the month.
1st Month: 136,004
2nd Month: 136,669
3rd Month: 136,356

Check if final return Date operations ceased:

Check if you had out-of-state wages. Attach Employer's Quarterly Report for Out-of-State Wages (RT-6NF).

RT-6

If you are filing as a sole proprietor, is this for domestic (household) employment only? Yes No

Under penalties of perjury, I declare that I have read this return and the facts stated in it are true (sections 443.17(5) and 443.14(2), Florida Statutes).

Sign here: Signature of officer, Date, Title, Phone, Fax.
Preparer's signature, Date, Preparer's SSN or PTIN, FEIN, ZIP, Preparer's phone number.

Employer's Quarterly Report Payment Coupon

File 73B-10.037
Florida Administrative Code
Effective Date 11/14

Florida Department of Revenue

COMPLETE and MAIL with your REPORT/PAYMENT.
Please write your RT ACCOUNT NUMBER on check.

FOR USE ONLY
POSTMARK OR HAND-DELIVERY DATE

Make check payable to: Florida U.C. Fund

RT ACCOUNT NUMBER: 0027810
F.E.I. NUMBER: 59 - 0324412

RT-6

U.S. Dollars Cents

Name
Mailing
Address
City/St/ZIP

PUBLIX SUPER MARKETS INC
P.O. Box 32024
Lakeland
FL 33802-2024

GROSS WAGES (From Line 2 above)
AMOUNT ENCLOSED (From Line 9b above)
PAYMENT FOR QUARTER ENDING MM/YY: 03 / 20
Check here if you are electing to pay tax due in installments.
Check here if you transmitted funds electronically.

Florida Department of Revenue Employer's Quarterly Report

Employers are required to file quarterly tax/wage reports regardless of employment activity or whether any taxes are due

Use Black Ink Example A - Handwritten Example B - Typed

Example A: 0123456789 0123456789

Example B: 0123456789 0123456789

Use Black Ink to Complete This Form

RT-6 R. 01/11

QUARTER ENDING: 06 / 30 / 2020 DUE DATE: 07/31/2020 PENALTY AFTER DATE: TAX RATE: 0.1% RT ACCOUNT NUMBER: 0027810

Name: PUBLIX SUPER MARKETS INC
Mailing Address: P.O. Box 32024
City/State/ZIP: Lakeland FL 33802-2024

Location Address: City/State/ZIP

1. Enter the total number of full-time and part-time covered workers who performed services during or received pay for the payroll period including the 12th of the month.

1st Month	137,643
2nd Month	140,649
3rd Month	148,238

Check if final return: Date operations ceased: / /

Check if you had out-of-state wages. Attach Employer's Quarterly Report for Out-of-State Wages (RT-6NF)

Do not make any changes to the pre-printed information on this form. If changes are needed, request and complete an Employer Account Change Form (RT-3).

If you do not have an account number, you are required to register (see instructions).

FEI NUMBER: 59-0324412

Reverse Side Must be Completed

2. Gross wages paid this Quarter (Must total all pages.)

3. Excess wages paid this quarter (See instructions)

4. Taxable wages paid this quarter (See instructions)

5. Tax due (Multiply Line 4 by Tax Rate)

6. Penalty due (See instructions)

7. Interest due (See instructions)

8. Installment fee (See instructions)

9a. Total amount due (See instructions)

9b. Amount Enclosed (See instructions)

RT-6

If you are filing as a sole proprietor, is this for domestic (household) employment only? Yes No

Under penalties of perjury, I declare that I have read this return and the facts stated in it are true (sections 443.171(5) and 443.141(2), Florida Statutes).

Signature of officer: Date: Title: Phone: Fax: ()

Preparer's signature: Date: Preparer's SSN or PTIN: FEIN: ZIP: Preparer's phone number: ()

Employer's Quarterly Report Payment Coupon

File 13B-10.037
Florida Administrative Code
Effective Date 11/14
Florida Department of Revenue

COMPLETE and MAIL with your REPORT/PAYMENT.
Please write your RT ACCOUNT NUMBER on check.

DO NOT DETACH

DO NOT USE ONLY
POSTMARK OR HAND-DELIVERY DATE

Make check payable to: Florida U.C. Fund

RT ACCOUNT NUMBER: 0027810
FEI NUMBER: 59-0324412

RT-6

U.S. Dollars: Cents:

Name: PUBLIX SUPER MARKETS INC
Mailing Address: P.O. Box 32024
City/State/ZIP: Lakeland FL 33802-2024

GROSS WAGES (From line 2 above):

AMOUNT ENCLOSED (From line 9b above):

PAYMENT FOR QUARTER ENDING MM/YY: 06 / 20

Check here if you are electing to pay tax due in installments.

Check here if you transmitted funds electronically.

Florida Department of Revenue Employer's Quarterly Report

Use black ink. Example A - Handwritten Example B - Typed

Employers are required to file quarterly tax/wage reports regardless of employment activity or whether any taxes are due

Use Black Ink to Complete This Form

RT-6
R. 01/15

QUARTER ENDING

DUE DATE

PENALTY AFTER DATE

TAX RATE

RT ACCOUNT NUMBER

09 / 30 / 2020

10/31/2020

0.1 %

0027810

Do not make any changes to the pre-printed information on this form. If changes are needed, request and complete an Employer Account Change Form (RT-3).

If you do not have an account number, you are required to register (see instructions).

FEE NUMBER
59 - 0324412

FOR OFFICIAL USE ONLY POSTMARK DATE

00 / 00 / 0000

Reverse Side Must be Completed

2. Gross wages paid this Quarter
(Must total all pages.)

000,000,000.00

3. Excess wages paid this quarter
(See instructions.)

000,000,000.00

4. Taxable wages paid this quarter
(See instructions.)

000,000,000.00

5. Tax due
(Multiply Line 4 by Tax Rate)

000,000,000.00

6. Penalty due
(See instructions.)

000,000,000.00

7. Interest due
(See instructions.)

000,000,000.00

8. Installment fee
(See instructions.)

000,000,000.00

9a. Total amount due
(See instructions.)

000,000,000.00

9b. Amount Enclosed
(See instructions.)

000,000,000.00

RT-6

If you are filing as a sole proprietor, is this for domestic (household) employment only?

Yes No

Under penalties of perjury, I declare that I have read this return and the facts stated in it are true (sections 443.171(5) and 443.141(2), Florida Statutes).

Sign here

Signature of officer

Date

Title

Phone

Fax

aid
reparers
only

Preparer's
signature

Firm's name (or yours
if self-employed)
and address

Date

Preparer check
if self-employed

Preparer's
SSN or PTIN

FEIN

ZIP

Preparer's
phone number

DO NOT
DETACH

Employer's Quarterly Report Payment Coupon

RT-6
R. 01/15

File 73B-10.037

Florida Administrative Code

Effective Date 11/14

Florida Department of Revenue

COMPLETE and MAIL with your REPORT/PAYMENT.

Please write your RT ACCOUNT NUMBER on check.

Make check payable to: Florida U.C. Fund

FOR USE ONLY

00 / 00 / 00
POSTMARK OR HAND-DELIVERY DATE

RT ACCOUNT NUMBER

0027810

RT-6

FEE NUMBER

59 - 0324412

Name
Mailing
Address
City/State/ZIP

PUBLIX SUPER MARKETS INC

P.O. Box 32024

Lakeland

FL 33802-2024

GROSS WAGES
(From Line 2 above)

000,000,000.00

AMOUNT ENCLOSED
(From Line 9b above.)

000,000,000.00

PAYMENT FOR QUARTER
ENDING MM/YY

09 / 20

Check here if you are electing to
pay tax due in installments.

Check here if you transmitted
funds electronically.

Florida Department of Revenue Employer's Quarterly Report

Employers are required to file quarterly tax/wage reports regardless of employment activity or whether any taxes are due

Use black ink. Example A - Handwritten Example B - Typed

Example A: 0123456789
Example B: 0123456789

Use Black Ink to Complete This Form

SAP

RT-6
R. 01/15

QUARTER ENDING: 1 2 / 3 1 / 2 0 2 0
DUE DATE: 01/31/2021
PENALTY AFTER DATE:
TAX RATE: 0.1 %
RT ACCOUNT NUMBER: 0 0 2 7 8 1 0

Do not make any changes to the pre-printed information on this form. If changes are needed, request and complete an Employer Account Change Form (RT-3).

If you do not have an account number, you are required to register (see instructions).

F.E.I. NUMBER: 5 9 - 0 3 2 4 4 1 2

FOR OFFICIAL USE ONLY POSTMARK DATE:
 / /

Name
Mailing
Address
City/ST/ZIP

PUBLIX SUPER MARKETS INC
P.O. Box 32024
Lakeland
FL 33802-2024

Location
Address
City/ST/ZIP

Reverse Side Must be Completed

2. Gross wages paid this Quarter (Must total all pages)
 3. Excess wages paid this quarter (See instructions)
 4. Taxable wages paid this quarter (See instructions)
 5. Tax due (Multiply Line 4 by Tax Rate)
 6. Penalty due (See instructions)
 7. Interest due (See instructions)
 8. Installment fee (See instructions.)
 9a. Total amount due (See instructions.)
 9b. Amount Enclosed (See instructions.)

1. Enter the total number of full-time and part-time covered workers who performed services during or received pay for the payroll period including the 12th of the month.

1st Month	1 4 4 , 3 5 5
2nd Month	1 4 5 , 0 5 9
3rd Month	1 4 4 , 8 1 0

Check if final return:
 Date operations ceased: / /

Check if you had out-of-state wages. Attach Employer's Quarterly Report for Out-of-State Wages (RT-6NF)

RT-6

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Under penalties of perjury, I declare that I have read this return and the facts stated in it are true (sections 443.171(5) and 443.141(2), Florida Statutes)

Signature of officer:
 Date:
 Title:
 Phone:
 Fax: ()
 Preparer's signature:
 Date:
 Firm's name (or yours if self-employed) and address:
 FEIN:
 ZIP:
 Preparer's SSN or PTIN:
 Preparer's phone number: ()

DO NOT DETACH

Employer's Quarterly Report Payment Coupon

RT-6
R. 01/15

File 73B-10.037
Florida Administrative Code
Effective Date 11/14

Florida Department of Revenue

COMPLETE and MAIL with your REPORT/PAYMENT.
Please write your RT ACCOUNT NUMBER on check.

DO NOT USE ONLY
POSTMARK OR HAND-DELIVERY DATE

Make check payable to: Florida U.C. Fund

RT ACCOUNT NUMBER: 0 0 2 7 8 1 0
F.E.I. NUMBER: 5 9 - 0 3 2 4 4 1 2

RT-6

Name
Mailing
Address
City/ST/ZIP

PUBLIX SUPER MARKETS INC
P.O. Box 32024
Lakeland
FL 33802-2024

GROSS WAGES (From Line 2 above.)
 AMOUNT ENCLOSED (From Line 9b above.)
 PAYMENT FOR QUARTER ENDING MM/YY: 1 2 / 2 0
 Check here if you are electing to pay tax due in installments.
 Check here if you transmitted funds electronically.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-736

Agenda Date: 6/15/2021

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 Contract #JZ2021-06-2022 with the Areawide Council on Aging of Broward County, Inc. for Alzheimer's Disease Initiative Program funding in an amount not to exceed \$438,980.85; authorizing execution of the Agreement; and providing an effective date. *(Fiscal Impact: Increase in Revenue)*

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Revenue Anticipated \$438,980.85

Account Name: ADI State Funds

Account Number: 101-331-1215-69-95

Secondary Account Name: AAA - Alzheimer's Supplement

Secondary Account Number: 101-337-1215-60-96

Background/History

On December 3, 2019, the City Commission approved Master Contract #JM020-06-2022 (the "Master Contract") with the Areawide Council on Aging of Broward County, Inc. (the "Council") for service delivery for the Center of Active Aging.

Current Activity

The City wishes to enter into Contract #JZ2021-06-2022 (the "Contract") pursuant to the Master Contract in order to provide daycare respite services, case management and caregiver training and support services (the "Services"). The Alzheimer's day care center provides services for individuals with dementia, Alzheimer's disease and other memory disorders. The term for the Contract with the Council will be from July 1, 2021 through June 30, 2022.

Recommendation

Approval.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CONTRACT #JZ021-06-2022 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. FOR ALZHEIMER'S DISEASE INITIATIVE PROGRAM FUNDING IN AN AMOUNT NOT EXCEED \$438,980.85; AUTHORIZING EXECUTION OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on December 3, 2019, the City Commission approved Master Contract #JM020-06-2022 (the "Master Contract") with the Areawide Council on Aging of Broward County, Inc. (the "Council") for service delivery for the Center of Active Aging; and

WHEREAS, the City wishes to enter into Contract #JZ021-06-2022 (the "Contract") pursuant to the Master Contract in order to provide daycare respite services, case management and caregiver training and support services (the "Services"); and

WHEREAS, the term for the Contract with the Council will be from July 1, 2021 through June 30, 2022; and

WHEREAS, the City Commission believes that it is in the best interest of the City to approve and authorize execution of the Contract with the Council in the amount not to exceed \$438,980.85.

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

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

Section 2. The City Commission hereby approves the Contract with the Council, attached as Exhibit "A," for the Services in the amount not to exceed \$438,980.85.

Section 3. The Mayor is hereby authorized to execute the Contract with the Council, attached as Exhibit "A," together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

ALZHEIMER'S DISEASE INITIATIVE PROGRAM

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the "Council", and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging**, hereinafter referred to as the "Contractor", and collectively referred to as the "Parties." This Contract is subject to all provisions contained in the Master Contract executed between the Council and the Contractor, and its successor, as revised or renewed from time to time, incorporated herein by reference.

WITNESSETH THAT:

WHEREAS, the Council has determined that it is in need of certain services as described herein; and **WHEREAS**, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor of the Council.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract:

The purpose of this Contract is to provide services in accordance with the terms and conditions specified in this Contract including all attachments, forms, exhibits and references incorporated, which constitute the contract document.

2. Incorporation of Documents within the Contract:

This Contract will incorporate attachments, proposal(s), area plan(s), grant agreements, relevant Department of Elder Affairs handbooks, manuals, or desk books and Master Contract, as an integral part of the Contract, except to the extent that the Contract explicitly provides contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the Contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Contract document and identified attachments.

3. Term of Contract:

This Contract will begin on July 1, 2021 or on the date on which this Contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, local time in Tallahassee, Florida, on June 30, 2022.

4. Contract Amount:

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$438,980.85**, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. Background Screening

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.

To demonstrate compliance with this provision, Contractor shall submit Background Screening Attestation of Compliance, ATTACHMENT IX of this Contract, annually, by January 5. Further

information concerning the procedures for background screening is found at https://elderaffairs.org/wp-content/uploads/DOEA_Form_235_Attestation_of_Compliance_Employer-1.pdf.

6. Nondiscrimination-Civil Rights Compliance

- 6.1** The Contractor shall execute assurances as stated in the Assurances-Non-Construction Programs, ATTACHMENT VII of this Contract, that it will not discriminate against any person in the provision of services or benefits under this Contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
- 6.2** During the term of this Contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, ATTACHMENT VIII of this Contract.
- 6.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 6.4** If this Contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

7. Provision of Services:

The Contractor shall provide services in the manner described in the Statement of Work, ATTACHMENT I of this Contract.

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

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment will be made is:	City of Deerfield Beach, Florida/Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441

c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under this Contract is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441 954-480-4449
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Program Specialist for the Council for this Contract is:	Marion Connor Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this Contract.		

9. All Terms and Conditions Include:

This Contract and its ATTACHMENTS I-IX, any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Contract, the Parties agree that they have read and agree to the entire Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have caused this 41 page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

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

**BOARD PRESIDENT OR AUTHORIZED
DESIGNEE**

**Areawide Council on Aging of Broward
County, Inc.**

SIGNED BY:

NAME:

TITLE:

DATE:

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

SIGNED BY:

PAULINE GRANT
NAME:

PRESIDENT
TITLE:

DATE:

ATTACHMENT I

**STATEMENT OF WORK
ALZHEIMER'S DISEASE INITIATIVE PROGRAM**

SECTION I: SERVICES TO BE PROVIDED

A. DEFINITIONS OF TERMS AND ACRONYMS

1. Contract Acronyms

Alzheimer's Disease (AD)
 Alzheimer's Disease Initiative (ADI)
 Activities of Daily Living (ADLs)
 Assessed Priority Consumer List (APCL)
 Adult Protective Services (APS)
 Client Information and Registration Tracking System (CIRTS)
 Community Care for Disabled Adults (CCDA)
 Code of Federal Regulations (CFR)
 Corrective Action Plan (CAP)
 Dementia Care & Cure Initiative (DCCI)
 Department of Elder Affairs (DOEA)
 Florida Administrative Code (F.A.C.)
 Florida Statutes (F.S.)
 Home Care for Disabled Adults (HCDA)
 Instrumental Activities of Daily Living (IADLs)
 Memory Disorder Clinic (MDC)
 Notice of Instruction (NOI)
 Planning and Service Area (PSA)
 Service Provider Application (SPA)
 Summary of Programs and Services (SOPS)
 United States Code (U.S.C.)

2. Program Specific Terms

Department of Elder Affairs Programs and Services Handbook (DOEA Handbook). An official document of DOEA. The DOEA Handbook includes program policies, procedures, and standards applicable to agencies which are recipients of DOEA-funded programs, and providers of program-funded services. An annual update is provided through a NOI.

Functional Assessment: A comprehensive, systematic, and multidimensional review of a person's ability to remain living independently in the least restrictive living arrangement.

NOI: DOEA's established method to communicate to the Contractor and subcontractor the requirements to perform specific tasks or activities in a particular manner. NOIs are located on the DOEA website at <https://elderaffairs.org/newsroom/notices-of-instruction-2021>.

Program Highlights: Success stories, quotes, testimonials, or human-interest vignettes that are used in the Summary of Programs and Services (SOPS) to demonstrate how programs and services help elders, families, and caregivers.

Proviso: Language used in a general appropriations bill to qualify or restrict the way in which a specific appropriation is to be expended.

Service Provider Application (SPA): A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system in its PSA in accordance with the Section 306 of the Older Americans Act (42 U.S.C. Section 3026) and Council instructions. The SPA includes performance measures and unit rates per service offered.

Service Provider Application (SPA) Update: A revision to the SPA wherein the Contractor provides ADI-specific data for the Council to enter into CIRTS. An update may also include other revisions to the SPA as instructed by the Council.

Summary of Programs and Services (SOPS): A document produced by the DOEA and updated yearly to provide the public and the Legislature with information about programs and services for Florida's elders.

B. GENERAL DESCRIPTION

1. General Statement

The purpose of the ADI is to address the special needs of individuals with AD and other forms of dementia, their families, and caregivers.

2. Alzheimer's Disease Initiative Program Mission Statement

The ADI program assists persons afflicted with AD and other forms of dementia to live as independently as possible with support to family members and caregivers.

3. Authority

The relevant authority governing ADI Program include:

- (1) Sections 430.501 through 430.504, F.S.,
- (2) Rule Chapter 58D-1, F.A.C.; and
- (3) The Catalog of State Financial Assistance (CSFA) Number 65.004 and 65.002.

4. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of ADI. The program services shall be provided in a manner consistent with the Contractor's current SPA and the current DOEA Handbook, which are hereby incorporated by reference. The Contractor agrees to be bound by all subsequent amendments and revisions to the DOEA Handbook, and the Contractor agrees to accept all such amendments and revisions via a NOI.

5. Major Program Goals

The major goals of the ADI Program is to provide services to meet the needs of caregivers and individuals with AD and other forms of dementia or other related disorders.

C. CLIENTS TO BE SERVED

1. General Eligibility

The ADI Program addresses the special needs of individuals with AD and other forms of dementia or other related disorders and their caregivers.

2. Client Eligibility

Clients eligible to receive services under this Contract must:

- a. Be 18 years of age or older and have a diagnosis of AD and other forms of dementia or related disorder, or be suspected of having AD and other forms of dementia or a related disorder; and
- b. Not be enrolled in any Medicaid capitated long-term care program.

3. Targeted Groups

Priority for services provided under this Contract shall be given to those eligible persons assessed to be at risk of placement in an institution or as otherwise specified in the authorizing proviso.

4. Client Determination

The Council shall have final authority for the determination of client eligibility.

5. Contract Limits

In no case shall the Contractor be required to incur costs in excess of the contract amount in providing services to clients.

SECTION II: MANNER OF SERVICE PROVISION

A. SERVICE TASKS

In order to achieve the goals of the ADI program, the Contractor shall perform, or ensure that its subcontractors perform, the following tasks:

1. Client Eligibility Determination

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in this Statement of Work, ATTACHMENT I, Section I.C.2. of this Contract.

2. Assessment and Prioritization of Service Delivery for New Clients

The Contractor shall ensure the following criteria are used, to prioritize new clients for service delivery in the sequence below. It is not the intent of the Council to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

- a. Imminent Risk Individuals: Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within one (1) month or very likely within three (3) months.
- b. Service priority for individuals not included above, regardless of referral source, individuals determined through the DOEA's functional assessment administered to each applicant to the extent funding is available. The Contractor shall ensure that first priority is given to applicants at a higher levels of frailty and risk of nursing home placement.

3. Program Services

The Contractor shall ensure the provision of program services is consistent with the Contractor's current SPA, as updated and approved by the Council, and the current DOEA Handbook.

4. Task Limits

The Contractor shall not perform any tasks related to the project other than those described in this Contract without the express written consent of the Council.

B. Use of Subcontractors

If this Contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its contract with the subcontractor. If any circumstances occur that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or in the performance of the subcontractor, the Contractor shall notify the Council's Program Specialist and the Council's Finance Director in writing of such delay.

The Contractor shall not permit a subcontractor to perform services related to this Contract without having a binding subcontractor contract executed. In accordance with Paragraph 23 of the Master Contract, the Council will not be responsible or liable for any obligations or claims resulting from such action.

1. Copies of Subcontracts

The Contractor shall submit a copy of all subcontracts to the Council's Program Specialist within thirty (30) days of the subcontract being executed.

2. Monitoring the Performance of Subcontractors

The Contractor shall perform at least one monitoring per year of each subcontractor, subrecipient, vendor, and/or consultant paid from funds provided under this Contract. The Contractor shall perform fiscal, administrative and programmatic monitoring of each subcontractor to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor to ensure that time schedules are met, the budget and scope of work is accomplished within the specified time periods and other performance goals stated in this Contract are achieved.

3. Copies of Subcontractor Monitoring Reports

The Contractor shall forward a copy of all subcontractor monitoring reports to the Council's Contract manager within thirty (30) days of the report being issued to the subcontractors, subrecipients, vendors, and/or consultants.

C. Staffing Requirements**1. Staffing Levels**

The Contractor shall dedicate its own staff necessary to meet the obligations of this Contract and ensure that subcontractors dedicate adequate staff accordingly.

2. Professional Qualifications

The Contractor shall ensure that the staff responsible for performing any duties or functions within this Contract have the qualifications as specified in the DOEA Handbook.

3. Service Times

The Contractor shall ensure the availability of the services listed in this Contract are appropriate to meet client service needs, at a minimum, during normal business hours, or as otherwise specified in proviso. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

D. Service Location and Equipment**1. Service Delivery Location**

Services will be provided as needed in location determined by the Contractor to best meet clients' immediate needs.

2. Changes in Location

The Contractor shall notify the Council in writing a minimum of two weeks prior to making changes in location that will affect the Council's ability to contact the Contractor by telephone or facsimile.

3. Equipment

Contractor shall be responsible for supplying, at its own expense, all equipment necessary for its performance under this Contract including, but not limited to, computers, telephones, copiers, fax machines, maintenance and office supplies.

E. DELIVERABLES

The following section provides the specific quantifiable units of deliverables and source documentation required to evidence the completion of the task specified in this Contract.

1. Delivery of Service to Eligible Clients

The Contractor shall ensure the availability of a continuum of services to addressing the diverse needs of individuals with AD and their caregivers. The Contractor shall ensure performance and reporting of the services per the Contractor's current approved Service Provider Application (SPA), the current DOEA Handbook, proviso language and the Statement of Work, ATTACHMENT I, Section II.A. of this Contract. Documentation of service delivery must include a report consisting of the following:

- a. Number of clients served;
- b. Number of service units provided by service; and
- c. Rate per service unit with calculations that equal the total invoice amount.

2. Services and Units of Services

The Contractor shall ensure the provision of the services described in this Contract are performed in accordance with the current DOEA Handbook and the service tasks described in the Statement of Work, ATTACHMENT I, Section II.A. of this Contract. Units of service will be paid pursuant to the rate established in the SPA as updated, as shown in the Budget Summary, ATTACHMENT IV of this Contract, as approved by the Council.

3. Administrative Responsibilities

The Contractor shall provide management and oversight of ADI Program operations in accordance with the current DOEA Handbook and the approved Contractor's Service Provider Application. Management and oversight of ADI Program operations include the following:

- a. Developing a competitive solicitation process for allocation of ADI funds, including appeal procedures for handling disputes involving the subcontractors;
- b. Developing a Service Provider Application and updating it annually, at a minimum, as directed by the Council;
- c. Establishing vendor agreements at the PSA level, when applicable for ADI services according to manuals, rules, and agreement procedures of DOEA Handbook and/or NOI;
- d. Providing technical assistance and training to subcontractors and vendors to ensure provision of quality services;
- e. Monitoring and evaluating subcontractors and vendors for fiscal, administrative, and programmatic compliance;

- f. Appropriately and timely submitting payments to subcontractors;
- g. Arranging in-service training for staff and/or subcontractors at least annually;
- h. Establishing procedures for handling client complaints and ensuring that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, subcontractor and direct service worker complaints, and any other issues related to complaints (other than termination, suspension or reduction in services) that require the grievance process as described in Appendix D of the current DOEA Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, and the determination of each complaint;
- i. Ensuring compliance with CIRTS regulations;
- j. Monitoring performance objective achievements in accordance with targets set by the Council and/or DOEA; and
- k. Conducting annual client satisfaction surveys to evaluate and improve service delivery.

F. REPORTS

The Contractor shall respond within ten (10) business days or within deadlines established by the Council, to the Council's request for routine and/or special requests for information and ad hoc reports. The Contractor must establish due dates for any subcontractors that permit the Contractor to meet the Council's and/or the DOEA's reporting requirements.

1. Service Provider Application (SPA) Update and All Revisions Thereto

The Contractor is required to submit the SPA and an annual update, wherein the Council enters ADI specific data, into the Client Information and Registration Tracking System (CIRTS). The Contractor may also be required to submit revisions to the SPA as instructed by the Council.

2. Client Information and Registration Tracking System (CIRTS)

The Contractor shall ensure timely input of ADI specific data into the CIRTS. To ensure CIRTS data accuracy, the Contractor shall use CIRTS generated reports, which include the following:

- a. Client Reports
- b. Monitoring Reports
- c. Services Reports
- d. Miscellaneous Reports
- e. Fiscal Reports
- f. Outcome Measurement Reports

3. Service Costs Reports

The Contractor is required to submit to the Council a semi-annual and annual service cost reports, which reflect actual costs of providing each service by program. This report provides information

for planning and negotiating unit rates. The semi-annual service cost report encompassing the six months ending 12/31/2021 is due on February 19, 2022. The annual service cost report encompassing the twelve months ending 6/30/2022 is due on May 1, 2022, which will be forwarded to DOEA.

4. Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council to the Council's Program Specialist by the 5th of each month. This report is for all agreements and/or contracts between the Contractor and the Council. The report will include the following:

- a. A list of all services and their current status regarding surplus or deficit;
- b. The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;
- c. Recommendations to transfer funds to resolve surplus/deficit spending;
- d. Input from the Contractor's Board of Directors, or governing body, on resolution of spending issues, if applicable

5. Program Highlights

The Contractor shall submit brief written narratives to the Council for publication in the Program Highlight sections of the DOEA's Summary of Programs and Services (SOPS), which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the narratives to identify the specific individuals or entities that performed the activities described in the narratives. The Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to the Council.

G. RECORDS AND DOCUMENTATION

1. Requests for Payment

The Contractor will maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation will be provided upon request to the Council or the Department of Financial Services.

2. CIRT Address Validation

The Contractor shall work with the Council to ensure that client addresses are correct in CIRT for disaster preparedness efforts. At least annually, and more frequently as needed, the Council will provide direction on how to validate CIRT addresses to ensure they can be mapped. The Contractor will receive a list of unmatched addresses that cannot be mapped, and the Contractor will be responsible for correcting the address and send a list to the Council with confirmed addresses. The Council will use this information to update maps, client rosters, and unmatched addresses and disseminate this information.

3. CIRT Data and Maintenance

The Contractor shall ensure the collection and maintenance of client and service information on a monthly basis from the Client Information and Registration Tracking System (CIRT) or any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

4. Data Integrity and Back up Procedures

The Contractor and subcontractors, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources will be as stringent as the protection required of the primary resources. A copy of the backed up data be stored in a secure, offsite location.

5. Policies and Procedures for Records and Documentation

The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with subcontractors. These policies and procedures will be made available to the Council upon request.

H. PERFORMANCE SPECIFICATIONS**1. Outcomes and Outputs (Performance Measures)**

The Contractor must:

- a. Ensure the prioritization of clients and provision of services to clients in accordance with the Statement of Work, ATTACHMENT I, Section II.A.1. through Section II.A.4. and Section II.D.1. through Section II.D.3. of this Contract;
- b. Ensure the provision of services described in this Contract are in accordance with the current DOE Handbook;
- c. Timely and accurately submit to the Council all required documentation and reports described in this Statement of Work, ATTACHMENT I, Sections II.F. of this Contract; and
- d. Timely and accurately, in accordance with the Invoice Report Schedule, ATTACHMENT III of this Contract, submit to the Council Forms 105 & 106, ATTACHMENT V of this Contract, including supporting documentation.

2. Annual Programmatic Monitoring Report

The Contractor's performance of the measures in the Statement of Work, ATTACHMENT I, Section II.H.1. of this Contract, will be reviewed and documented in the Council's Annual Programmatic Monitoring Report.

3. Contract Monitoring

The Council will review and evaluate the performance of the Contractor under the terms of this Contract. Monitoring will be conducted through direct contact with the Contractor through telephone, in writing, or an on-site visit(s). The primary, secondary, or signatory of this Contract must be available for any on-site programmatic monitoring visit. The Council's determination of acceptable performance shall be conclusive. The Contractor agrees to cooperate with the Council

in monitoring the progress of completion of the service tasks and deliverables. The Council may use, but is not limited to, one or more of the following methods for monitoring:

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled and follow-up on-site visits;
- c. Client visits;
- d. Review of independent auditor's reports;
- e. Review of third-party documents and/or evaluation;
- f. Review of progress reports;
- g. Review of customer satisfaction surveys;
- h. Agreed-upon procedures review by an external auditor or consultant;
- i. Limited-scope reviews; and
- j. Other procedures as deemed necessary.

I. Contractor Responsibilities

1. Contractor Accountability

All service tasks and deliverables pursuant to this Contract are solely and exclusively the responsibility of the Contractor and are tasks and deliverables for which, by execution of this Contract, the Contractor agrees to be held accountable.

2. Coordination with Other Providers and/or Entities

Notwithstanding that services for which the Contractor is held accountable involve coordination with other entities in performing the requirements of this Contract, the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this Contract.

J. Council's Responsibilities

1. Council Obligations

The Council may, within its resources, provide technical support and/or assistance to the Contractor to assist the Contractor in meeting the requirements of this Contract. The Council's technical support/assistance or the lack thereof, does not relieve the Contractor from full performance of the contract requirements.

2. Council Determinations

The Council reserves the exclusive right to make certain determinations in the tasks and approaches used to perform tasks required by this Contract. The absence of the Council setting forth a specific reservation of rights does not mean that all other areas of this Contract are subject to mutual agreement.

SECTION III: METHOD OF PAYMENT**A. General Statement of Method of Payment**

The method of payment for this Contract is a combination of advances, cost reimbursement, and a unit rate payment for services. The Council will pay the Contractor upon satisfactory completion of the Deliverables, as specified in the Statement of Work, ATTACHMENT I, Section II.D. of this Contract, and in accordance with other terms and conditions of this Contract.

1. Unit Rate

Payment for Unit Rates shall not exceed amounts established in the approved Service Provider Application.

2. Advance Payment

The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Department of Elder Affairs by the State of Florida (“budget release”). The Contractor will provide the Council’s Finance Director documentation justifying the need for an advance and describing how the funds will be distributed. For the first month’s advance request, the Contractor shall provide to the Council’s Finance Director documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor’s financial need for the second month of advances. The Contractor must also describe how the funds will be distributed for the first and second month. The Contractor’s requests for advance require the approval of the Council’s Finance Director. If sufficient budget is available, the Council will issue approved advance payments after July 1 of the contract year. The schedule for submission of advance requests (when available) is listed in the Invoice Report Schedule ATTACHMENT III of this Contract.

- a. All advance payments retained by the Contractor must be fully expended no later than September 30, 2021. Any portion of advance payments not expended must be recouped on report number 5, due to the Council on October 7, 2021, in accordance with the Invoice Report Schedule, ATTACHMENT III of this Contract.
- b. All advance payments made to the Contractor shall be returned to the Council as follows: one-tenth (1/10) of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number five, in accordance with the Invoice Report Schedule, ATTACHMENT III of this Contract.

B. Funding Distribution

The Contractor agrees to distribute funds as detailed in the SPA requested by the Council and the Budget Summary, ATTACHMENT IV of this Contract. The Contractor may request a budget revision by submitting a written request to the Council's Contract Manager. Upon approval, the Council's Finance Director will issue a budget revision letter. An amendment is required to change the total amount of this Contract.

C. Method of Invoice Payment

Payment shall be made upon the Contractor’s presentation of an invoice subsequent to the acceptance and approval by the Council of the deliverables shown on the invoice. The form and substance of each invoice submitted by the Contractor shall be as follows:

1. Request payment monthly for the units of service established in the Contractor's approved Service Provider Application, provided in conformance with the requirements as described in the current DOE Handbooks, at the rates established in the Budget Summary, ATTACHMENT IV of this Contract. Any requested changes to the approved budget subsequent to the execution of this Contract must be submitted to the Council's Program Specialist for approval. Any changes to the total contract amount requires a formal contract amendment.
2. All requests for payment and expenditure reports submitted to support requests for payment shall be on Forms 105 and 106, ATTACHMENT V of this Contract. The Contractor will consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment.

D. Payment Withholding

Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 27 of the Master Contract.

E. Date for Final Request for Payment

The final request for payment will be due to the Council no later than July 28, 2022.

F. CIRT Data Entries for Subcontractors

The Contractor and its subcontractor(s) shall enter all required data for clients and services in the CIRT database in accordance with the current DOE Handbooks and the CIRT User Manual – Aging Provider Network users (located in Documents on the CIRT Enterprise Application Services). Subcontractor(s) must enter this data into the CIRT prior to submitting their invoice to the Contractor. The Contractor shall establish deadlines for completing CIRT data entry and ensure compliance with due dates in the Invoice Report Schedule, ATTACHMENT III of this Contract.

G. Monthly CIRT Reports

The Contractor is required to run monthly CIRT's reports and verify that client and service data in the CIRT is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council.

H. Corrective Action Plan

1. Contractor shall ensure 100% of the deliverables identified in the Statement of Work, ATTACHMENT I, Section II.E.1. through Section II.E.3. of this Contract are performed pursuant to Contract requirements.
2. If at any time the Contractor is notified by the Council's Program Specialist that it has failed to correctly, completely, adequately perform contract deliverables identified in the Statement of Work, ATTACHMENT I, Section II.E.1. through Section II.E.3. of this Contract, the Contractor will have ten (10) days to submit a Corrective Action Plan ("CAP") to the Council's Program Specialist that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Program Specialist. The Council shall assess a Financial Consequence for Noncompliance on the Contractor as referenced in the Statement of Work, ATTACHMENT I, Section III.I. of this Contract for each deficiency identified in the CAP which

is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.

3. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct the percentage established in the Statement of Work, ATTACHMENT I, Section III.I. of this Contract from the payment for the invoice of the following month.
4. If Contractor fails to timely submit a CAP, the Council shall deduct the percentage established in the Statement of Work, ATTACHMENT I, Section III.I. of this Contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

I. Financial Consequences

The Council will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Council according to the requirements referenced in the Statement of Work, ATTACHMENT I, Section II.E. of this Contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in the Statement of Work, ATTACHMENT I, Section II.E. of this Contract.

1. Delivery of services to eligible clients as referenced in the Statement of Work, ATTACHMENT I, Section II.A.1. through Section II.A.2. and Section II.E.1. of this Contract – Failure to comply with established assessment and prioritization criteria, as evidenced by the CIRT reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in the Statement of Work, ATTACHMENT I, Section III.H. of this Contract.
2. Services and units of services as referenced in the Statement of Work, ATTACHMENT I, Section II.E.2. of this Contract – Failure to provide services in accordance with the current DOEA Programs and Services Handbook, the service tasks described in the Statement of Work, ATTACHMENT I, Section II.A. of this Contract, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency is not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in the Statement of Work, ATTACHMENT I, Section III.H. of this Contract.
3. Administrative duties as referenced in the Statement of Work, ATTACHMENT I, Section II.E.3. of this Contract – Failure to perform management and oversight of ADI Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in the Statement of Work, ATTACHMENT I, Section III.H. of this Contract.
4. Timely submission of a CAP – Failure to timely submit a CAP within 10 business days after notification of a deficiency by the DOEA Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in the Statement of Work, ATTACHMENT I, Section III.H. of this Contract.
5. Exceptions may be granted solely, in writing, by the Council's Program Director.

SECTION IV. SPECIAL PROVISIONS**A. Date for Final Request for Budget Revisions**

Final requests for budget revision or adjustments to Contract funds based on expenditures for services provided through June 30, 2022, must be submitted to the Council's Program Specialist and the Council's Finance Director, no later than June 30, 2022; email requests are considered acceptable.

B. Contractor's Financial Obligations**1. Cost Sharing and Co-payments**

The Council will ensure the Contractor establishes annual co-payment goals. Pursuant to Section 430.204(8), F.S., and Rule 58C-1.007, F.A.C., the dollar amount for co-payments associated with ADI must be calculated by applying the current federal poverty guidelines published by the U.S. Department of Health and Human Services.

- a. No co-payment will be assessed on a client whose income is at, or below, the federal poverty level (FPL) as established each year by the U.S. Department of Health and Human Services.
- b. No client may have their services terminated for inability to pay their assessed co-payment. The Contractor, in conjunction with provider agencies, must establish procedures to remedy financial hardships associated with co-payments and ensure there is no interruption in service(s) for the inability to pay. If a client's co-payment is reduced or waived entirely, a written explanation for the change must be placed in the client file.
- c. Co-payments include only the amounts assessed consumers or the amounts consumers opt to contribute in lieu of an assessed co-payment. The consumers' contribution must be equal to or greater than the assessed co-payment.

2. Use of Service Dollars and Assessed Priority Consumer List Management

The Contractor is expected to spend all federal, state and other funds provided by the Council for the purpose specified in this Contract. The Contractor must manage service funds in such a manner as to avoid having a wait list and a surplus of funds at the end of the contract period for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to other service areas during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

C. Remedies-Nonconforming Services

1. The Contractor shall ensure that all goods and/or services provided under this Contract are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Contract. In addition, any nonconforming goods and/or services not meeting such standards will not be reimbursed under this Contract. The Contractor's signature on the Forms 105 and 106, ATTACHMENT V of this Contract, certifies maintenance of supporting documentation and acknowledgement that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Council requires

immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

D. Incident Reporting

The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates Master Contract by reference. Such notice shall be made orally to the Council's Program Director (by telephone) with an email to immediately follow.

E. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any subcontractors, if known to Contractor, and referred to a governmental or investigatory agency must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

F. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

G. Enforcement

1. The Council may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as a Contractor, if the Council finds that:
 - a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating Master Contract by reference, or substantially and negatively affected the operation of an aging services program covered under any contract or agreement;
 - b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
 - c. The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;
 - d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
 - e. The Contractor has exceeded its authority or otherwise failed to adhere to the terms of Master Contract and any contract or agreement incorporating Master Contract by reference;
 - f. The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; or

- The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.
- In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

H. Contract Modifications

The Council's Program Director has the authority to modify and/or extend deliverable deadlines. All deliverable extension requests must be made to the Council's Program Director, in writing, prior to the required deadline. All approvals for deliverable extensions must be communicated, in writing, by the Council's Program Director to the Contractor and are subject to the discretion of the Council's Program Director. The requests and the approval must occur prior to the established deadline. An e-mail writing (request and response) is considered acceptable.

END OF ATTACHMENT I

ATTACHMENT II**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Council staff, limited scope audits, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the provider agrees to comply with any additional instructions provided by the Council to the provider regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. EXHIBIT 2 indicates federal resources awarded through the Council by this Contract. In determining the federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to contract with the Council shall be based on the contract’s requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor’s fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contract, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 2, Funding Summary Attachment to this Contract indicates state financial

assistance awarded through the Council by this Contract. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by PART I of this Financial and Compliance Audit Attachment shall be submitted, when required by 2 CFR §200.512 by or on behalf of the provider directly to each of the following:

Federal Audit Clearinghouse Bureau of the Census
1201 East 10th Street Jeffersonville, IN 47132

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road Sunrise, FL 33351

Additionally, copies of financial reporting packages required by PART II of this Financial Compliance Audit Attachment shall be submitted by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road Sunrise, FL 33351

The Auditor General's Office at the following address:

State of Florida Auditor General
Claude Pepper Building, Room 574
111 West Madison Street Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of six (6) years from the date the audit report is issued, and shall allow the Council or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Council or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

END OF ATTACHMENT II

EXHIBIT 1**PART I: AUDIT RELATIONSHIP DETERMINATION**

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, FAC, Contractor has been determined to be:

____ Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.

X Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

____ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes*

2 CFR §200.201 – Administrative Requirements**

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR 75; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

- Section 215.97 & 215.971, F.S.

- Chapter 69I-5, F.A.C.

- State Projects Compliance Supplement

- Reference Guide for State Expenditures

- Other fiscal requirements set forth in program laws, rules and regulations

END OF EXHIBIT 1

EXHIBIT 2**FUNDING SUMMARY**

Note: Title 2 CFR, as revised, and Section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1, be provided to Contractor. Information contained herein is a prediction of funding sources and related amounts on the contract budget.

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

Program Title	Year	Funding Source	CFDA/ CSFA #	Amount
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

FEDERAL FUNDS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133 – Audits of States, Local Governments, Non-Project Organizations.

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			\$0

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Alzheimer's Disease Initiative	General Revenue	65.002	\$195,150.00
Alzheimer's Disease Initiative	General Revenue	65.004	\$189,309.85
Council Match			\$ 54,521.00
TOTAL AWARD			\$438,980.85

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE

Section 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C., State Projects Compliance Supplement

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

ATTACHMENT III**ALZHEIMER'S DISEASE INITIATIVE PROGRAM****INVOICE REPORT SCHEDULE**

<u>Report Number</u>	<u>Based On</u>	<u>Due to Council On This Date</u>
1	July Advance*	July 1
2	August Advance*	July 1
3	July Expenditure Report	August 5
4	August Expenditure Report	September 7
5	September Expenditure Report	October 7
6	October Expenditure Report	November 7
7	November Expenditure Report	December 7
8	December Expenditure Report	January 6
9	January Expenditure Report	February 7
10	February Expenditure Report	March 7
11	March Expenditure Report	April 7
12	April Expenditure Report	May 5
13	May Expenditure Report	June 7
14	June Expenditure Report	July 10
15	Final Expenditure	July 28

Legend: * Advance based on projected cash need as supported by a cash-flow analysis is or other information appropriate to demonstrate the Contractor financial need for the advance.

Note # 1: Report #1 and #2 for Advance Basis Contracts cannot be submitted to the DOEA prior to July 1 or until the Contract with the Council has been executed and a copy sent to DFS.

Note # 2: Report numbers 3 through 14 will reflect an adjustment of one twelve of the total advance amount, on each of the reports respectively, repaying advances on the contract. The adjustment will be recorded in Part C, 1 of the report.

Note # 3: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 4: Reports submitted after the 10th of the month will be processed the following month. This rule will be enforced.

ATTACHMENT IV

**BUDGET SUMMARY
PENDING**

ATTACHMENT V

Forms 105 and 106Sub Contractor for PSA #10
ADRC of Broward County

CONTRACT #

**RECEIPTS AND UNIT COST REPORT
PROGRAM**

PROVIDER NAME, ADDRESS, PHONE # and FEID#		FUNDING SOURCE:		THIS REPORT PERIOD		
PROVIDER NAME		Program		MONTH		
ADDRESS ADDRESS				REPORT #:		
Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX				CONTRACT PERIOD:		
FEID #: 59-XXXXXXX				CONTRACT #		
				PSA #: 10		
CERTIFICATION: I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the contract. Further, I certify that the attached monthly and YTD service units /undup clients' report is correct.						
Prepared By:		Date:		Approved By:		
Date:				Date:		
PART a: INCOME / RECEIPTS		A. Approved Budget	B. Actual Receipts for	C. Total Receipts Year to Date	D. % Of Approved Budget	
1. Federal Funds		\$0.00	\$0.00	\$0.00	#DIV/0!	
2. State Funds						
3. Program Income						
4. Local Cash Match						
5. SUBTOTAL: CASH RECEIPTS		\$0.00	\$0.00	\$0.00	#DIV/0!	
6. Local In-Kind match						
7. TOTAL RECEIPTS		\$0.00	\$0.00	\$0.00	#DIV/0!	
PART b: UNIT COST REPORT						
(A)	(B)	(C)	(D)	(E)	(F)	(G)
SERVICE	CONTRACT AMOUNT	UNITS	UNIT RATE	AMOUNT EARNED THIS PERIOD	AMOUNT PREV. EARNED	AMOUNT EARNED YTD
<u>FIXED SERVICES</u>						
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
	\$0.00			\$0.00	\$0.00	\$0.00
PART c: OTHER REVENUE / PROGRAM INCOME		A. Total - Current Month		B. Total - Year To Date		
1. CONTRIBUTIONS: (EXCLUDES CLIENT CO-PAY COLLECTIONS)		\$0.00		\$0.00		
2. CLIENT CO-PAY ASSESSED		\$0.00		\$0.00		
3. CLIENT CO-PAY COLLECTIONS		\$0.00		\$0.00		
4. INTEREST (NET AMOUNT NOT RETURNED)		\$0.00		\$0.00		
5. MATCH VALUATION (INCLUDES CASH & IN-KIND)		\$0.00		\$0.00		

PSA #10 Form 105, Dated July 1997

CONTRACT #

CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
PROGRAM
FUNDING SOURCE

PROVIDER NAME, ADDRESS, PHONE & FEID # PROVIDER NAME ADDRESS ADDRESS Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX FEID #: 59-XXXXXXX	TYPE OF REPORT: A. PAYMENT REQUEST: Regular ☒ Supplemental B. METHOD OF PAYMENT: Advance ☐ Reimbursement ☒	THIS REQUEST PERIOD: MONTH REPORT #: CONTRACT PERIOD: CONTRACT # PSA#: 10		
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.				
Prepared By:	Date:	Approved By:	Date:	
PART A: CONTRACT FUNDS SUMMARY	SERVICE	SERVICE	SERVICE	TOTAL
1. Approved Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00
2. Previous Funds Requested for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00
3 Contract Funds Available	\$0.00	\$0.00	\$0.00	\$0.00
PART B: CONTRACT FUNDS REQUESTED:				
1. Cash Advances (1st-2nd Months)	\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period ^{= to PSA #10 Form 105Z Part B, Column E}	\$0.00	\$0.00	\$0.00	\$0.00
3. Total	\$0.00	\$0.00	\$0.00	\$0.00
PART C: NET FUNDS REQUESTED:				
1. Less Overadvance	\$0.00	\$0.00	\$0.00	\$0.00
2. Contract Funds Are Hereby Requested ^{Part B Line 4 minus Part C line 1) (Not to exceed Part A Line 5)}	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCE EARNED	\$0.00	\$0.00	\$0.00	\$0.00
Advance Remaining	\$0.00	\$0.00	\$0.00	\$0.00

PSA #10 FORM 106, Dated July 97

AAA Office Use Only

VENDOR ID: P-PROVIDER
 DESC: PROVIDER PROGRAM MM/YYYY
 ACCOUNT #: _____
 CHECK # _____ CHECK DATE: _____
 INPUT: _____ APPROVAL: _____

ATTACHMENT VI**CERTIFICATIONS AND ASSURANCES**

Council will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans and Cooperative Agreements**
- H. Verification of Employment Status Certification**
- I. Records and Documentation**
- J. Certification Regarding Inspection of Public Records**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement,

compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOE and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged in a boycott of Israel.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Contract and the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACT, AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this Contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this Contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this Contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Contract and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire Contract term.

The Contractor shall require that the language of this certification be included in all subcontract, subgrants, and other agreements and that all subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by OMB Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation of any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 10.1 of the Master Contract, and 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council, and any attorneys' fees assessed or awarded against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Contract or services performed thereunder.
 - a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does _____ does not _____ provide for institutional memberships.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available of inspection if applicable, as stated above.

By execution of this Contract, Contractor must include these provisions (A-I) in all related subcontract agreements (if applicable).

By signing below, Contractor certifies the representations outlined in parts A through I above, are true and correct.

Signature and Title of Authorized Representative

Date

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

Contractor

227 NW 2nd Street
Deerfield Beach, FL 33441

ATTACHMENT VII**ASSURANCES—NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	DATE SUBMITTED

ATTACHMENT VIII

**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST**

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County Broward	AAA/Contractor
	Completed By	
	Date	Phone

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
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3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with the Council? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is the staff representative of the population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the

Population? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

10. Are all benefits, services, and facilities available to applicants and participants in an equally effective

manner regardless of race, sex, color, age, national origin, religion, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

11. For in-patient services, are room assignments made without regard to race, color, national

origin, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
13. Are employees, applicants, and participants informed of their protection against discrimination?
If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
14. Give the number and current status of any discrimination complaints regarding services or
employment filed against the program/facility. NA NUMBER
☐ _____
-
15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?
If NA or NO, explain. NA YES NO
☐ ☐ ☐
-

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to
make any necessary modifications? If NO, explain. YES NO
☐ ☐
-
17. Is there an established grievance procedure that incorporates due process in the resolution
of complaints? If NO, explain. YES NO
☐ ☐
-
18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO
☐ ☐
-
19. Do recruitment and notification materials advise applicants, employees, and participants of
nondiscrimination on the basis of disability? If NO, explain. YES NO
☐ ☐
-
20. Are auxiliary aids available to assure the accessibility of services to hearing and sight
impaired individuals? If NO, explain. YES NO
☐ ☐
-

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES NO
☐ ☐
-

DOEA USE		
Reviewed By _____		In Compliance: YES NO*
Program Office _____		*Notice of Corrective Action Sent ____/____/____
Date _____	Telephone _____	Response Due ____/____/____
On-Site Desk Review	Response Received ____/____/____	

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex, and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered, or currently served by the program or facility, and list their percent by race, sex, and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOE A recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the State of Florida, Department of Elder Affairs, or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information, and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT IX

BACKGROUND SCREENING



Ron DeSantis
Governor

Richard Prudom
Secretary

BACKGROUND SCREENING

Attestation of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term "employer" means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of

Employer Name

located at _____,
Street Address City State ZIP code

I, _____ do hereby affirm under penalty of
Name of Representative

perjury that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

Signature of Representative

Date

MASTER CONTRACT

THIS MASTER CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council,” and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging** hereinafter referred to as the “Contractor”, who are collectively referred to as the “Parties.” The term Contractor for this purpose may designate a vendor, subgrantee or subrecipient, the status to be further identified in ATTACHMENT I, Exhibit-1 as necessary.

1. Purpose of Contract

The purpose of this Master Contract is to set the general terms and conditions applicable to the contracts or agreements between the Contractor and the Council for the provision of the services specified in each one of those contracts or agreements incorporating this Master Contract by reference with all its attachments and exhibits, which shall constitute in each case the entire contract document.

1.1 State of Florida, Department of Elder Affairs’ Mission Statement

To foster an environment that promotes well-being for Florida’s elders and enables them to remain in their homes and communities. The State of Florida, Department of Elder Affairs’ vision is of all Floridians aging with dignity, purpose, and independence. Area agencies, lead agencies and local service providers, as partners and stakeholders in Florida’s aging services network, are expected to support the State of Florida, Department of Elder Affairs’ mission, vision, and program priorities.

1.2 Areawide Council on Aging of Broward County, Inc.’s Mission Statement

To plan, coordinate, monitor, evaluate and fund various groups, agencies, organizations and projects relating to the elderly in Broward County, Florida; to plan, plan for, promote, provide for and provide services and activities for elderly people in Broward County, Florida; to encourage participation and involvement of volunteers, professionals, and all other persons interested in the welfare and well-being of the elderly in Broward County, Florida.

2. Incorporation of Documents within the Contract

All contracts or agreements including attachments, proposal(s), solicitation(s), service provider application(s), grant agreements, relevant to the State of Florida, Department of Elder Affairs’ handbooks, manuals or desk books executed between the Contractor and the Council shall incorporate this Master Contract by reference and be subject to the conditions set forth in this Master Contract for the duration of the contract period(s). Any and all contracts or agreements executed between the Contractor and the Council during the effective period of this Master Contract will incorporate this Master Contract by reference and shall be governed in accordance with the applicable laws, statutes, and other conditions set forth in this Master Contract.

3. Term of Contract

This Master Contract shall begin on January 1, 2020, or on the date on which the Contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, Eastern Standard Time on December 31, 2022.

4. Compliance with Federal Law

- 4.1** If any contract or agreement incorporating this Master Contract by reference contains federal funds this section shall apply:
- 4.1.1** The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) Part 75 and/or 45 CFR Part 92, 2 CFR Part 200 and other applicable regulations.
- 4.1.2** If the contract or agreement incorporating this Master Contract by reference contains federal funds and is over \$100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code U.S.C. 7401 et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to the Council.
- 4.1.3** The Contractor, or agent acting for the Contractor, may not use any federal funds received in connection with any contract or agreement incorporating this Master Contract by reference to influence legislation or appropriations pending before the Congress or any State Legislature. The Contractor must, prior to contract execution, complete the Certification Regarding Lobbying included in ATTACHMENT II, Certifications and Assurances.
- 4.1.4** In accordance with Appendix II to 2 CFR Part 200, the Contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR Part 60 and 45 CFR Part 92, if applicable.
- 4.1.5** A contract or agreement award with an amount expected to equal or exceed \$25,000.00 and certain other contract or agreement awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to any contract or agreement incorporating this Master Contract by reference. The Contractor shall complete and sign the Debarment and Suspension Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.
- 4.2** The Contractor shall not employ an unauthorized alien. The Council will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation will be cause for unilateral cancellation of this Master Contract and any contract or agreement incorporating this Master Contract by reference by the Council.
- 4.3** If the Contractor is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Contractor must notify the Council in writing within thirty (30) days of receiving the IRS notice of revocation.

- 4.4 The Contractor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.
- 4.5 Unless exempt under 2 CFR Part 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.
- 4.6 To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, Contractor agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract or agreement term. The Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment eligibility of all new employees hired by the subcontractor during any contract or agreement term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. The Contractor shall complete and sign the Verification of Employment Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

5. Compliance with State Law

- 5.1 This Master Contract and any contract or agreement incorporating this Master Contract by reference is executed and entered into with the Council, with the pass through funding from the State of Florida, Department of Elder Affairs, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.
- 5.2 The Contractor shall comply with requirements of Section 287.058, F.S. as amended.
 - 5.2.1 The Contractor shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this Master Contract and any contract or agreement incorporating this Master Contract by reference, which the Council's Contract Manager must receive and accept in writing prior to payment. Expenditures pursuant to any contract or agreement incorporating this Master Contract by reference, must be in compliance with Section 215.97, F.S. and Section 215.971, F.S. and laws, rules, and regulations, including, but not limited to, the Reference Guide for State Expenditures.
 - 5.2.2 The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
 - 5.2.3 If itemized payment for travel expenses is permitted in any contract or agreement incorporating this Master Contract by reference, the Contractor shall submit bills for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this Master Contract and any contract or agreement incorporating this Master Contract by reference. The current state rate for reimbursement of travel in a privately owned vehicle is \$0.445 per mile.
 - 5.2.4 The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in Subsection 119.011(12), F.S., made or received by the Contractor in conjunction with any contract or agreement incorporating this Master Contract by reference, except for those records which are made confidential or exempt by law. The Contractor's refusal to comply with this provision will constitute an immediate breach of contract or agreement for which the Council may unilaterally terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference.

- 5.3 If clients are to be transported under any contract or agreement incorporating this Master Contract by reference, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, F. A. C.
- 5.4 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.
- 5.5 The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 5.6 The Council may, at its option, terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference, if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List, or if the Contractor has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel. The Contractor shall complete and sign the Scrutinized Companies Lists Certification, included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.
6. **Cooperation with the Inspector General**
Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S. The Contractor further agrees that it shall include, in related subcontracts, a requirement that subcontractors performing work or providing services pursuant to any contract or agreement that incorporates this Master Contract by reference, agree to cooperate with the Inspector general in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S.
7. **Background Screening**
The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.
- 7.1 To demonstrate compliance with this provision, Contractor shall submit annually, no later than January 5th, the completed ATTACHMENT VII, Background Screening Affidavit of Compliance.
- 7.2 Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>.

Any report that implies criminal intent on the part of the Contractor or any subcontractors and referred to a governmental or investigatory agency, must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material

concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

8. Grievance and Complaint Procedures

8.1 Grievance Procedures

The Contractor shall comply with and ensure compliance with the Minimum Guideline for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

8.2 Complaint Procedures

The Contractor shall develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and the determination of the complaint.

9. Public Records and Retention

By execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference, Contractor agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

- 9.1** Keep and maintain public records required by the Council to perform the contracted services.
- 9.2** Upon request from the Council's custodian of public records, provide the Council a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- 9.3** Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Council.
- 9.4** Upon completion of the contract or agreement incorporating this Master Contract by reference, the Contractor will either transfer, at no cost to the Council, all public records in possession of the Contractor, or will keep and maintain public records required by the Council. If the Contractor transfers all public records to the Council upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council in a format that is compatible with the information technology systems of the Council.
- 9.5** The Council may unilaterally cancel any contract or agreement incorporating this Master Contract by reference, notwithstanding any other provisions of this Master Contract, for refusal by the Contractor to comply with Section 8 of this Master Contract by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction

with this Master Contract or any contract or agreement incorporating this Master Contract by reference, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MASTER CONTRACT OR ANY CONTRACT THAT INCORPORATES THIS MASTER CONTRACT BY REFERENCE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351**

(954) 745-9567

10. Audits, Inspections, Investigations

- 10.1** The Contractor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Council under this Master Contract and any contract or agreement incorporating this Master Contract by reference. Contractor shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under any contract or agreement which incorporates this Master Contract by reference. Whenever appropriate, financial information should be related to performance and unit cost data.
- 10.2** The Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to any contract or agreement which incorporates this Master Contract by reference for a period of six (6) years after completion of the contract or agreement incorporating this Master Contract by reference or longer when required by law. In the event an audit is required for any contract or agreement incorporating this Master Contract by reference, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any contract or agreement incorporating this Master Contract by reference, at no additional cost to the Council.
- 10.3** Upon demand, at no additional cost to the Council, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.
- 10.4** The Contractor shall assure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Council.
- 10.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Council and federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Contractor's contracts or agreements, related records and documents pertinent to any contract or agreement, regardless of the form in which it is kept.
- 10.6** The Contractor shall provide a financial and compliance audit to the Council as specified in ATTACHMENT I of this Master Contract and ensure that all related third-party transactions are disclosed to the auditor.

11. Nondiscrimination-Civil Rights Compliance

- 11.1** The Contractor shall execute assurances in ATTACHMENT III, Assurances-Non-Construction Programs, that it will not discriminate against any person in the provision of services or benefits under any contract or agreement incorporating this Master Contract by reference or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, sub grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex. The Contractor shall complete and sign ATTACHMENT III, Assurances-Non-Construction Programs, prior to the execution of this Master Contract.
- 11.2** During the term of this Master Contract and any contract or agreement incorporating this Master Contract by reference, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, ATTACHMENT IV.
- 11.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through any contract or agreement incorporating this Master Contract by reference. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 11.4** If any contract or agreement incorporating this Master Contract by reference, contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.
- 12. Monitoring by the Council**
The Contractor shall allow persons duly authorized by the Council to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this Master Contract and any contract or agreement which incorporates this Master Contract by reference, and to interview any clients, employees and subcontractor employees of the Contractor to assure the Council of the satisfactory performance of the terms and conditions of any contract or agreement which incorporates this Master Contract by reference. Following such review, the Council will provide a written report of its findings to the Contractor, and where appropriate, the Contractor shall develop a corrective action plan. The Contractor hereby agrees to correct all deficiencies identified in the corrective action plan in a timely manner as determined by the Council.
- 13. Provision of Services**
The Contractor shall provide services in the manner to be described in subsequent contracts or agreements incorporating this Master Contract by reference.

14. Coordinated Monitoring with Other Agencies

If the Contractor receives funding from one or more State of Florida's human service agencies, in addition to the State of Florida, Department of Elder Affairs through the Council, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of any contract or agreement incorporating this Master Contract by reference, and pursuant to Section 287.0575, F.S. as amended, State of Florida's human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Veterans Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Contractor will comply and cooperate with all monitors, inspectors, or investigators.

15. New Contract(s) Reporting

The Contractor shall notify the Council within ten (10) days of entering into a new contract or agreement with any of the five (5) state human service agencies. The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) contract or agreement start and end dates; (4) contract or agreement amount; (5) contract or agreement description and commodity or service; and (6) Contract Manager name and number. In complying with this provision, and pursuant to Section 287.0575, F.S. as amended, the Contractor shall complete and provide the information in ATTACHMENT VI, Provider's State Contracts List.

16. Indemnification

The Contractor shall indemnify, save, defend, and hold harmless the Council and its agents and employees and the State of Florida and its agents and employees and the State of Florida, Department of Elder Affairs and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference or performance of the services provided for herein. It is understood and agreed that the Contractor is not required to indemnify the Council for claims, demands, actions or causes of action arising solely out of the Council's negligence. Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 14 is not applicable to contracts or agreements executed between the Contractor, the Council and state agencies or subdivisions defined in Section 768.28(2), F.S.

17. Insurance and Bonding

- 17.1** The Contractor shall provide continuous adequate liability insurance coverage during the existence of any contract or agreement incorporating this Master Contract by reference and any renewal(s) and extension(s) of it. By execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference, unless it is a state agency or subdivision as defined by Subsection 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under any contract or agreement incorporating this Master Contract by reference. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under any contract or agreement incorporating this Master Contract by reference. The Contractor shall ensure that the Council has the most current written verification of insurance coverage throughout the term of any contract or agreement incorporating this Master Contract by reference. Such coverage may be provided by a self-insurance program established and operating under the laws of the State

of Florida. The Council reserves the right to require additional insurance as specified in any contract or agreement incorporating this Master Contract by reference.

- 17.2** Throughout the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Contractor authorized to handle funds received or disbursed under all contracts or agreements incorporating this Master Contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

18. Health Insurance Portability and Accountability Act

The Contractor shall not use or disclose any information concerning a recipient of services under any contract or agreement incorporating this Master Contract by reference, for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law. Where applicable, the Contractor shall comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.), as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

The Council, as a covered entity, and the Contractor, as a business associate, shall comply with the provisions of 45 CFR Part 164 by entering into a Business Associate Agreement, ATTACHMENT IX, to ensure that the business associate will appropriately safeguard Protected Health Information (PHI).

19. Incident Reporting

- 19.1** The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates this Master Contract by reference. Such notice shall be made orally to the Council's Contract Manager (by telephone) with an email to immediately follow.
- 19.2** The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Contractor and its employees.

20. Bankruptcy Notification

During the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall immediately notify the Council if the Contractor, its assignees, Subcontractors or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Council: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and, (4) the name address, and telephone number of the bankruptcy attorney.

21. Sponsorship and Publicity

- 21.1** As required by Section 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through

any contract or agreement incorporating this Master Contract by reference, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name), Areawide Council on Aging of Broward County, Inc., and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Areawide Council on Aging of Broward County, Inc. and State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization.

- 21.2** The Contractor shall not use the words "Areawide Council on Aging of Broward County, Inc. and the State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Council prior to use.

22. Assignments

- 22.1** The Contractor shall not assign the rights and responsibilities under any contract or agreement incorporating this Master Contract by reference without the prior written approval of the Council, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Council will constitute a material breach of the contract or agreement.
- 22.2** The Council is at all times entitled to assign or transfer, in whole or part, its rights, duties, or obligations under any contract or agreement to another contractor in Broward County, upon giving prior written notice to the Contractor. In the event the Council approves transfer of the Council's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the contract or agreement. Notwithstanding the foregoing, should the Council assign the duties, rights, or obligations hereunder to a provider, individual, or entity who has been excluded, debarred, suspended, or otherwise deemed ineligible to participate in a Federal Health Care Program, including but not limited to Medicare or Medicaid, Contractor shall be entitled to immediately terminate this Agreement with no further obligations and with no liability, cost, penalty, or imposition of any damages.
- 22.3** This Master Contract and any contract or agreement incorporating this Master Contract by reference shall remain binding upon the successors in interest of either the Contractor or the Council.

23. Subcontracts

The Contractor is responsible for all work performed and for all commodities produced pursuant to any contract or agreement incorporating this Master Contract by reference, whether actually furnished by the Contractor or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Council deems necessary. The Contractor further agrees that the Council will not be liable to the subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Council against any such claims as permitted by law.

- 23.1** The Contractor shall promptly pay any subcontractor upon receipt of payment from the Council. Failure to make payments to any subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in any contract or agreement incorporating this Master Contract by reference between the Contractor and subcontractor, will result in a penalty as provided by statute.

24. Funding Obligations

- 24.1** The Council acknowledges its obligation to pay the Contractor for the performance of the Contractor's duties and responsibilities set forth in any contract or agreement incorporating this Master Contract by reference.
- 24.2** The Council shall not be liable to the Contractor for costs incurred or performance rendered unless such costs and performances are in accordance with the terms and conditions of any contract or agreement executed between the Parties, which incorporates this Master Contract by reference, including but not limited to terms, governing the Contractor's promised performance and unit rates and/or reimbursement capitations specified.
- 24.3** The Council shall not be liable to the Contractor for any expenditures which are not allowable costs as defined in 45 CFR, Parts 74 and 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules.
- 24.4** The Council shall not be liable to the Contractor for expenditures made in violation of regulations promulgated under the Older Americans Act, as amended, or in violation of applicable state and federal laws, rules, or provisions of any contract or agreement incorporating this Master Contract by reference.

25. Independent Capacity of Contractor

It is the intent and understanding of the Parties that the Contractor, or any of its subcontractors, are independent contractors and are not employees of the Council or the State of Florida, Department of Elder Affairs and shall not hold themselves out as employees or agents of the Council or the State of Florida, Department of Elder Affairs without specific authorization from the Council. It is the further intent and understanding of the Parties that the Council does not control the employment practices of the Contractor and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Contractor. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Contractor will be the sole responsibility of the Contractor.

26. Payment

- 26.1** Payments shall be made to the Contractor pursuant to Section 215.422, F.S., as services are rendered and invoiced by the Contractor. The Council's Finance Director will have final approval of the invoice for payment, and will approve the invoice for payment only if the Contractor has met all terms and conditions of any contract or agreement incorporating this Master Contract by reference, unless the bid specifications, purchase order, or the contract or agreement specify otherwise. The approved invoice will be submitted to the Council's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of Section 215.422, F.S.
- 26.2** The Contractor agrees to submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The Contractor shall comply with the particular requirements under the following laws and guidelines that are applicable to the contracts or agreements incorporating this Master Contract by reference: (a) paragraph (16) (b) of Section 216.181, F.S., regarding advances; (b) paragraph 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and, (c) the Invoice Requirements of the Reference Guide for State

Expenditures from the Department of Financial Services at: (https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf). The Contractor certifies that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables contracts or agreements incorporating this Master Contract by reference, including paid subcontractor invoices, and will be produced upon request by the Council. The Contractor further certifies that reimbursement requested is only for allowable expenses as defined in the laws and guiding circulars cited in Sections four (4) and five (5) of this Master Contract, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the Contractor's approved service provider application as developed in accordance with and pursuant to Section 306(a) of the Older Americans Act of 1965, as amended.

- 26.3** The Contractor shall provide units of deliverables, including reports, findings, and drafts as specified in the contracts or agreements and attachments which incorporate this Master Contract by reference, and the service provider application developed by the Contractor (pursuant to Section 306(a) of the Older Americans Act), to be received and accepted by the Contract Manager prior to payment.
- 27. Return of Funds**
The Contractor shall return to the Council any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of any contract or agreement incorporating this Master Contract by reference that were disbursed to the Contractor by the Council. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the Council. In the event that the Council first discovers an overpayment has been made, the Finance Director, on behalf of the Council, will notify the Contractor in writing of such findings. Should repayment not be made forthwith, the Contractor shall be charged at the lawful rate of interest on the outstanding balance pursuant to Section 55.03, F.S., after Council notification or Contractor discovery.
- 28. Data Integrity and Safeguarding Information**
The Contractor shall insure an appropriate level of data security for the information the Contractor is collecting or using in the performance of any contract or agreement incorporating this Master Contract by reference. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Contractor shall maintain written procedures for computer system backup and recovery. The Contractor shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.
- 29. Computer Use and Social Media Policy**
The State of Florida, Department of Elder Affairs has implemented a Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, other-personal-services and volunteers, including all personnel affiliated with third

parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the State of Florida, Department of Elder Affairs' computer resource systems must comply with the State of Florida, Department of Elder Affairs' Social Media Policy, ATTACHMENT V, regarding social media. Social Media includes, but is not limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube.

30. Conflict of Interest

The Contractor shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Contractor or subcontractor shall participate in selection, or in the award of a contract or agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Contractor's Board of Directors and management must disclose to the Council any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of any contract or agreement incorporating this Master Contract by reference. The Contractor's employees must make the same disclosures described above to the Contractor's Board of Directors. Compliance with this provision will be monitored.

31. Public Entity Crime

Pursuant to Section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract or agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

32. Purchasing

- 32.1** The Contractor may purchase articles which are the subject of or are required to carry out any contract or agreement from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in Subsections 946.515(2) and (4), F.S. For purposes of this Master Contract, the Contractor will be deemed to be substituted for the Council insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

- 32.2** The Contractor may procure any recycled products or materials, which are the subject of or are required to carry any contract or agreement incorporating this Master Contract by reference, in accordance with the provisions of Section 403.7065, F.S.
- 32.3** The Contractor may purchase articles that are the subject of, or required to carry out, any contract or agreement from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S. For purposes of any contract or agreement incorporating this Master Contract by reference, the Contractor shall be deemed to be substituted for the Council insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>. This clause is not applicable to subcontractors unless otherwise required by law.
- 33. Patents, Copyrights, Royalties**
If any contract or agreement incorporating this Master Contract by reference is awarded state funding and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased in the course of or as a result of work or services performed under any contract or agreement incorporating this Master Contract by reference, the Contractor shall refer the discovery, invention or material to the Council to be referred to the State of Florida, Department of Elder Affairs and/or the Department of State. Any and all patent rights or copyrights accruing under any contract or agreement incorporating this Master Contract by reference are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571 (5) (k), the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in any contract or agreement incorporating this Master Contract by reference.
- 33.1** If the primary purpose of any contract or agreement incorporating this Master Contract by reference is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to Paragraph 33.
- 33.2** If any contract or agreement incorporating this Master Contract by reference is awarded solely federal funding, the terms and conditions are governed by 2 CFR §200.315 or 45 CFR §75.322, as applicable.
- 33.3** Notwithstanding the foregoing provisions, if the Contractor or one of its subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the State of Florida, Department of Elder Affairs shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, subcontractors or assignees of any resulting patented, copyrighted or trademarked work products.
- 34. Emergency Preparedness and Continuity of Operations**
- 34.1** If the tasks to be performed pursuant to any contract or agreement incorporating this Master Contract by reference include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Contractor shall, within thirty (30) calendar days of the execution of any contract or agreement, submit to the Council verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Council of emergency provisions.

- 34.2** In the event a situation results in a cession of services by a subcontractor, the Contractor shall retain responsibility for performance under any contract or agreement incorporating this Master Contract by reference and must follow procedures to ensure continuity of operations without interruption.

35. Equipment

- 35.1** Equipment means: (a) an article of nonexpendable, tangible personal property, including information technology systems, having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds - 2 CFR §200.33 and 45 CFR §75.2, as applicable], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of \$1,000.00 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].
- 35.2** Contractors and subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of equipment, any loss damage, or theft must be investigated [45 CFR §75.320(d)(3)]; (d) maintenance procedures to keep the equipment in good condition; and (e) if the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return. The property records must be maintained on file and shall be provided to the Council upon request. The Contractor shall promptly investigate, fully document and fully document and notify the Council's Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the Council's Contract Manager.
- 35.3** The Contractor's property management standards for equipment (including replacement equipment), whether acquired in whole or in part with federal funds and federally-owned equipment shall, as a minimum, meet the following requirements and to include accurately maintained equipment records with the following information:
- (1) Property records must be maintained that include a description of the equipment;
 - (2) Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
 - (3) Source of funding for the equipment, including the federal award identification number;
 - (4) Whether title vests in the Contractor or the federal government;
 - (5) Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;
 - (6) Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
 - (7) Location, use and condition of the equipment and the date the information was reported;
 - (8) Unit acquisition cost; and
 - (9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.

- 35.4** Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$1,000.00 is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Contractor [for federal funds see 2 CFR §200.313(a) and 45 CFR §75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this Master Contract or any contract or agreement incorporating this Master Contract by reference, or identified in the sub agreements with subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F. S. and 60A-1.017, F. A. C. and 2 CFR Part 200 and/or 45 CFR Part 75.
- 35.5** The Contractor shall not dispose of any equipment or materials provided by the Council or the State of Florida, Department of Elder Affairs, or purchased with funds provided through any contract or agreement incorporating this Master Contract by reference without first obtaining the approval of the Council. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Council. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).
- 35.6** The Council will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR §200.313 or 45 CFR §75.320, as applicable.
- 35.7** Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through contracts or agreements covered under any contract or agreement incorporating this Master Contract by reference without the prior approval of the Council. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b United States Code. Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of Section 216.348, F. S.
- 35.8** Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 35.9** Contractor must adhere to the State of Florida, Department of Elder Affairs' procedures and standards when purchasing Information Technology Resources (ITR) as part of any contract or agreement incorporating this Master Contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. Contractor shall secure written approval through the Council's Contract Manager prior to the purchase of any ITR. Contractor shall not be reimbursed for any purchase made prior to the written approval. The completed ITR worksheet shall be maintained in the Contractor's LAN administrator's file and must be provided to the Council upon request. The Contractor has the responsibility to require any subcontractors to comply with the State of Florida, Department of Elder Affairs' ITR procedures.

36. PUR 1000 Form

The PUR 1000 Form is hereby incorporated by reference and available at: http://www.myflorida.com/apps/vbs/adoc/F7740_PUR1000.pdf.

In the event of any conflict between the PUR 1000 Form and any terms or conditions of any contract or agreement the terms or conditions of any contract or agreement shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

37. Use of State Funds to Purchase or Improve Real Property

Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

38. Dispute Resolution

Any dispute concerning performance of any contract or agreement incorporating this Master Contract by reference that cannot be resolved by agreement of both Parties shall be decided by the Council's Executive Director, who shall reduce the decision to writing and serve a copy on the Contractor, provided, however, that a party is not precluded from filing any action in a state court of competent jurisdiction if the decision of the Council's Executive Director is unsatisfactory to such party.

39. Financial Consequences of Non-Performance

If the Contractor fails to meet the minimum level of service or performance identified in any contract or agreement incorporating this Master Contract by reference, or that is customary for the industry, then the Council must apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to contract or agreement suspension, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, and/or cancellation of any contract or agreement and reacquiring services from an alternate source.

39.1 The Contractor will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the Council and/or the State of Florida, Department of Elder Affairs.

40. No Waiver of Sovereign Immunity

Nothing contained in any contract or agreement incorporating this Master Contract by reference is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

41. Venue

If any dispute arises out of any contract or agreement incorporating this Master Contract by reference, the venue of such legal recourse will be Broward County, Florida.

42. Entire Contract

This Master Contract and any contract or agreement incorporating this Master Contract by reference, contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon the Council or the Contractor unless expressly

contained herein or by a written subsequent contract, agreement and/or amendment to this Master Contract signed by both Parties.

43. Force Majeure

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

44. Severability Clause

The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable the other provisions are severable to that void provision and shall remain in full force and effect.

45. Condition Precedent to Contract Appropriations

The Parties agree that the Council's performance and obligation to pay under any contract or agreement incorporating this Master Contract by reference is contingent upon an annual appropriation by the State Legislature. In the event such an appropriation is not made, the Contractor will not be entitled to file a claims bill.

46. Addition/Deletion

The Parties agree that the Council reserves the right to add or to delete any of the services required under any contract or agreement incorporating this Master Contract by reference when deemed to be in Broward County's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

47. Waiver

The delay or failure by the Council to exercise or enforce any of its rights under any contract or agreement incorporating this Master Contract by reference will not constitute or be deemed a waiver of the Council's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

48. Compliance

The Contractor shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current State statutes, laws, rules and regulations. The Parties agree that failure of the Contractor to abide by these laws shall be deemed an event of default of the Contractor, and subject any contract or agreement incorporating this Master Contract by reference, to immediate, unilateral cancellation of the contract or agreement at the discretion of the Council.

49. Final Invoice

The Contractor shall submit the final invoice for payment to the Council as specified in any contract or agreement incorporating this Master Contract by reference. If the Contractor fails to submit final request for payment as specified in any contract or agreement, then all rights to payment may be forfeited and the Council may not honor any requests submitted. Any payment due under the terms of any contract or agreement incorporating this Master Contract by reference may be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by the Council.

50. Renegotiations or Modifications

Modifications of the provisions of any contract, agreement, and this Master Contract shall be valid only when they have been reduced to writing and duly signed by both Parties. The rate of payment and the total dollar amount may be adjusted retroactively for any contract or agreement incorporating this Master Contract by reference to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Council's operating budget.

51. Suspension of Work

The Council may in its sole discretion suspend any or all activities under this Master Contract and any contract or agreement incorporating this Master Contract by reference, at any time, when in the best interests of the Council to do so. The Council shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Council shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

52. Termination**52.1 Termination for Convenience**

Either party, by written notice to the other party, may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference in whole or in part when the party determines in its sole discretion that it is in the party's interest to do so and reasonable notice, no less than thirty (30) calendar days is provided, unless a sooner time is mutually agreed upon in writing. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. Neither party shall be entitled to recover any cancellation charges or lost profits.

52.2 Termination for Cause

The Council may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference if the Contractor fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of this Master Contract and any contract or agreement incorporating this Master Contract by reference, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated.

Further, this Agreement may be terminated by Contractor for cause. For purposes of this Agreement, "cause" shall mean any material breach of this Master Contract, and failure to cure such breach within thirty (30) days following written notice of such breach.

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform any contract or agreement incorporating this Master Contract by reference arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the

subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtained from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Council. The rights and remedies of the Parties in this clause are in addition to any other rights and remedies provided by law or under this Master Contract.

- 52.3** All electronically stored records shall be provided to the Council in a format that is compatible with the Council's and the State of Florida, Department of Elder Affairs' information technology systems.

53. Electronic Records and Signature

The Council authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Master Contract and any contract or agreement which incorporates this Master Contract by reference. A Contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the *Uniform Electronic Transaction Act*, Section 668.50, F.S. All electronic records must be fully auditable; are subject to *Florida's Public Records Law*, chapter. 119, F.S.; must comply with Section 28, *Data Integrity and Safeguarding Information*; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by any contract or agreement incorporating this Master Contract by reference.

- 53.1** The Council's authorization pursuant to this section does not authorize electronic transactions between the Contractor and the Council. The Contractor is authorized to conduct electronic transactions with the Council only upon further written consent by the Council.

- 53.2** Upon request by the Council, the Contractor shall provide the Council with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Council of any document that was originally in electronic form with an electronic signature must indicate the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

54. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

55. Enforcement

The Council may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as a Contractor, if the Council finds that:

- (1) An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating this Master

- Contract by reference, or substantially and negatively affected the operation of services covered under any contract or agreement;
- (2) The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
 - (3) The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;
 - (4) The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
 - (5) The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this Master Contract and any contract or agreement incorporating this Master Contract by reference;
 - (6) The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; and/or
 - (7) The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.
- 55.1** In the alternative, the Council may, at its sole discretion, take immediate measures against the Contractor, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Contractor on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S.
- 55.2** In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating this Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.
- 55.3 Use of Service Dollars/Wait List Management**
The Contractor is expected to spend all federal, state, and other funds provided by the Council, for the purpose specified in each contract or agreement incorporating this Master Contract by reference. The Contractor must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period, for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to another Contractor during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.
- 55.4** The Contractor agrees to distribute funds as detailed in the service provider application and the Budget Summary, included in each contract or agreement incorporating this Master Contract by reference. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contract amendment.
- 55.5 Surplus/Deficit Report**
The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council's Contract Manager by the 5th of each month. This report is for all contracts or agreements incorporating this Master Contract by reference between the Contractor and the Council. The report will include the following:
- (1) A list of all services and their current status regarding surplus or deficit;

- (2) The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;
- (3) Recommendations to transfer funds to resolve surplus/deficit spending;
- (4) Input from the Contractor's Board of Directors on resolution of spending issues, if applicable;
- (5) Number of clients currently on Assessed Prioritized Consumer List (APCL), that receive a priority ranking score of 4 or 5; and
- (6) Number of clients currently on the APCL designated as Imminent Risk.

56. Official Payee and Representatives (Names, Address, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Master Contract, and mailing address of the official payee to whom the payment will be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under Master Contract is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Contract Manager for the Council for this Master Contract is:	Marie Laurent Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this Master Contract.		

57. Selection of A Project Director

- 57.1** In the event the representative of the Contractor, responsible for administration of the Program (Project Director), resigns, is terminated, or for other reasons, no longer is responsible for the Contract, the Contractor will submit, at a minimum, the names and credentials of three finalists being considered for the Project Director's vacancy. The Council will review and either approve or disapprove the candidates' credentials within ten (10) working days of such notification. Final

selection of the Project Director will be made by the administering agency of the Contractor from the approved listing.

57.2 The qualifications of the person, selected to be a new Project Director, must receive approval by the Council prior to appointment. The following steps constitute the required process:

- (1) The Contractor will notify the Council of its recruitment methods. This notification must permit reasonable opportunity for the Council to comment and offer technical assistance on the recruitment plan. The plan must contain:
 - a. appropriate and reasonable effort to recruit applicants on a non-discriminatory basis.
 - b. information on where, when, how, and how long the vacancy will be advertised.
 - c. the methodology for accepting applications.
 - d. the methodology for screening applications/applicants.
 - e. the criteria which will be applied to determine three-to-five persons qualified for the position.
 - f. the education, training, and or experience deemed essential for the position as determined by the Contractor.
- (2) The Contractor will provide the Council with the application or resume' of persons deemed best qualified.
- (3) Council will, within ten (10) working days, review the application/resume of the candidates and offer comments on their qualifications.
- (4) After review and comment by Council, the Contractor is authorized to hire any of the individuals which have been deemed by the Council to meet the qualifications for the Project Director's position.

57.3 If Council determines that none of the proposed candidates meet the qualifications for Project Director, the Contractor must repeat the recruitment cycle.

57.4 The Contractor will repeat the recruitment cycle if the qualifications are judged by the Council to be insufficient.

57.5 At any time there is a vacancy for a Project Director, the Contractor must immediately appoint an "Acting" Project Director, and notify the Council upon appointment. No person may serve as an "Acting" Director for more than 120 calendar days without prior written approval of the Council.

58. All Terms and Conditions Included

This Master Contract and its attachments, I - VIII and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Master Contract will supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Master Contract, the Parties agree that they have read and agreed to the entire contract.

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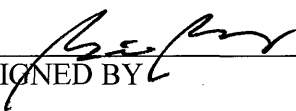
IN WITNESS THEREOF, the Parties hereto have caused this 54- page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

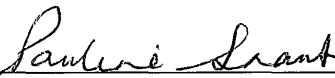
City of Deerfield Beach, Florida /
Northeast Focal Point Senior Center dba
Department of Active Aging

Areawide Council on Aging of
Broward County, Inc.

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE



SIGNED BY



SIGNED BY

BILL GANZ

NAME

PAULINE GRANT

NAME

MAYOR

TITLE

PRESIDENT

TITLE

12/3/19

DATE

12/18/19

DATE

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

ATTACHMENT I

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council and the State of Florida, Department of Elder Affairs, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Council and/or the State of Florida, Department of Elder Affairs staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Master Contract, and any contract or agreement incorporating this Master Contract by reference, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Council to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council, the State of Florida Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Funding Summary indicates federal resources awarded through the Council. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to contracts with the Council shall be based on the contract’s requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of thirty (30) days after receipt of the audit report or nine (9) months after the end of the Contractor’s fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Funding Summary indicates state financial assistance awarded through the Council. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I- 5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than nine (9) months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of any contract incorporating this Master Contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR §200.512 by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Additionally, copies of financial reporting packages required by this Master Contract's Financial Compliance Audit Attachment, Part II shall be submitted by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351

The Auditor General's Office at the following address:

State of Florida Auditor General Claude Pepper Building, Room 574
111 West Madison Street, Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this Master Contract and any contract incorporating this Master Contract by reference shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Master Contract and any contract incorporating this Master Contract by reference for a period of six (6) years from the date the audit report is issued, and shall allow the Council and/or the State of Florida, Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO) or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Council and/or the State of Florida, Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO), or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

END OF ATTACHMENT

ATTACHMENT I EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:

☐ Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.

☒ Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

☐ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub-recipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes* 2 CFR §200.201 – Administrative Requirements**

2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

Sections 215.97 & 215.971, F.S.

Chapter 69I-5, F.A.C.

State Projects Compliance Supplement Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

END OF EXHIBIT

ATTACHMENT II**CERTIFICATIONS AND ASSURANCES**

Council will not award this Master Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of any contract or agreement incorporating this Master Contract by reference, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, Section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements**
- H. Verification of Employment Status Certification**
- I. Records and Documentation**
- J. Certification Regarding Inspection of Public Records**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Master Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Master Contract and any contract incorporating this Master Contract by reference was made or entered into. Submission of this certification is a prerequisite for making or entering into this Master Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially

assisted program or activity. Contractor understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in Section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not participating in a boycott of Israel.

If any contract or agreement incorporating this Master Contract by reference is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Master Contract and any contract or agreement incorporating this Master Contract by reference and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify any of the statements in this certification, Contractor shall attach an explanation to this Master Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR GREETMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any subcontractors of services under this Master Contract or any contracts or agreements incorporating this Master Contract by reference have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of

outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the Contractor, subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

3. If any contract or agreement incorporating this Master Contract by reference includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

5. The Contractor and any subcontractors of services under any contract or agreement incorporating this Master Contract by reference warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Master Contract or any contract or agreement incorporating this Master Contract by reference, and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to any contract or agreement incorporating this Master Contract by reference utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire contract term.

The Contractor shall require that the language of this certification be included in all sub-agreements, subgrants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract and any contract or agreement incorporating this Master Contract by reference imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or any party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 8.1 and 8.2 of this Master Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council and any attorneys' fees assessed or awarded

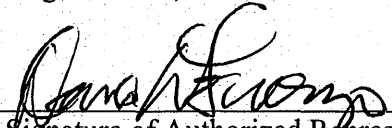
against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Master Contract or any contract or agreement incorporating this Master Contract by reference, or services performed thereunder. a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.

2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (State of Florida, Department of Elder Affairs) are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization **does** **does not** X provide for institutional memberships, as referenced in Section J.2. of this Attachment.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available for inspection as stated above.

By execution of this agreement, Contractor must include these provisions (A-J) by reference in all related subcontract agreements (if applicable) and Contractor certifies the representations outlined in parts A through J above, are true and correct.



Signature of Authorized Representative

12/3/19
Date

Director of Active Aging
Title

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

227 NW 2nd Street, Deerfield Beach, FL 33441
Address

ATTACHMENT III**ASSURANCES—NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), regarding labor standards for federally assisted construction sub agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

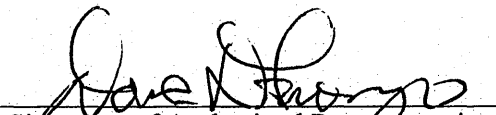
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.


Signature of Authorized Representative

12/3/19
Date

Director of Active Aging
Title

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

227 NW 2nd Street, Deerfield Beach, FL 33441
Address

ATTACHMENT IV

**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST**

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County: Broward	PSA10
227 NW 2nd Street	Completed By:	
Deerfield Beach, FL 33441	Date	Phone: 954-480-4449

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
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3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with Council? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is staff representative of the population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain.

NA YES NO

☐ ☐ ☐

13. Are employees, applicants and participants informed of their protection against discrimination?

If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain.

NA YES NO

☐ ☐ ☐

14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility.

NA NUMBER

☐ _____

15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If NA or NO, explain.

NA YES NO

☐ ☐ ☐

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain.

YES NO

☐ ☐

17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain.

YES NO

☐ ☐

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain.

YES NO

☐ ☐

19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain.

YES NO

☐ ☐

20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain.

YES NO

☐ ☐

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain.

YES NO

☐ ☐

DOEA USE ONLY			
Reviewed By		In Compliance: YES NO*	
Program Office		*Notice of Corrective Action Sent ____/____/____	
Date	Telephone	Response Due ____/____/____	
On-Site	Desk Review	Response Received ____/____/____	

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOEA recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the Florida State of Florida, Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504. 45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504. 45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

Social Media Policy

1.0 Purpose

The purpose of this policy is to establish guidelines for the use of social media. This policy must be followed in conjunction with the Department's Computer Use Policy #420.10, Chapter 60L-36, Conduct of Employees, Florida Administrative Code, and any other personnel policies regarding employee conduct.

2.0 Scope

This policy applies to employees, contracted employees, consultants, OPS, and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the Department's computer resource systems must comply with this policy. This policy applies to use of personal social media accounts accessed from both personal and DOEA owned or leased computers and other wireless communication devices such as cell phones and personal digital assistants.

3.0 Policy

Social media is a term commonly used to describe websites and online tools which allow users to interact with each other by sharing information, opinions, knowledge and interests. Social media includes, but are not limited to, blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, SMS (texting), social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube.

The Department recognizes that social media are powerful communications tools that can be used to enhance services, promote collaboration, provide information and for personal enrichment. The Department respects the rights of employees to use these tools as a medium of self-expression. The Department also recognizes that permitting the use of such tools is not without risk, and has developed the following guidelines that employees must observe when using social media.

Please be aware that the Department's official electronic business is primarily conducted via the Department's email system therefore; if employees, contracted employees, consultants, OPS, and volunteers use social media to conduct official Department business then they must provide notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's or entity's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

4.0 Guidelines for Employees

4.1 Respect Department time and property: Use of Department computers and other wireless communication devices are designed and intended to assist the employee in the accomplishment of the employee's job assignments. Social networking must not interfere with the employee's timely performance of work obligations. Reasonable use of social media for personal use is permitted during breaks and lunch. Excessive use of social media during work hours is prohibited and may be grounds for disciplinary action as provided in Chapter 60L-36, Florida Administrative Code.

4.2 Confidential Information: Employees are prohibited from posting any confidential, proprietary, copyrighted, protected health information (PHI) or otherwise legally protected information or materials on their social networking accounts.

4.3 Respectful Communications: State Employees must remember to conduct themselves, on and off the job, in a manner that will not bring discredit or embarrassment to the state, its employees or agents. This includes online activity. See Rule 60L-36.005, Florida Administrative Code. Be respectful when using social media especially in communications and blogs related to or referencing the Department, an affiliate, or partner. Information exchanged on social networking sites can be accessed by vendors, suppliers, and business partners and can be kept on-line, in theory, forever.

- a. Employees are prohibited from using social networking accounts to harass, bully, threaten, libel, malign, defame, disparage, or discriminate against co-workers, managers, vendors, or anyone else. Behaviors that constitute harassment and bullying include, but are not limited to, comments that are derogatory with respect to race, religion, gender, sexual orientation, color, age, or disability; sexually explicit or suggestive, humiliating, or demeaning comments; threats to stalk, haze, or physically injure another employee.
- b. Supervisors, managers and administrators are cautioned to remember that if they “friend” subordinates, or subordinates of other supervisors, managers, and administrators they need to maintain the same appropriate professional relationship online as in the office.
- c. Employees are prohibited from writing about, posting pictures of, or otherwise referring to any other employees without their permission.
- d. Employees should refrain from using profane and vulgar language and avoid discussions of conduct that is prohibited by Department policies, such as alcohol or drug use on state property or during work hours.

4.4 Use Personal Email Addresses Only On Social Networking Sites: Department email addresses should be used only for work-related communications. The “elderaffairs.org” address attached to your name implies that you are acting on the Department’s behalf and all actions are public and subject to public records laws.

4.5 Remember You Are Responsible For What You Post: You are responsible for any of your online activity conducted either on your own computer or with a Department email address, and/or which can be traced back to the Department’s domain, and/or which uses Department assets, networks, and resources.

4.6 Disclaimers on Personal Sites: If you identify yourself as an employee of the Department, please remember to identify your views and opinions as your own. You must note that the views expressed are your own and do not necessarily reflect the views of the Department.

4.7 Monitoring: In conjunction with the Department’s Computer Use Policy, the Department reserves the right, at its discretion, to review any employee’s electronic files and messages and usage to the extent necessary to ensure that electronic media and services are being used in compliance with the law and with this and other Department policies.

- a. Employees must understand that anything they post online from any computer is public and employees should not assume that they have a right to privacy with regards to

electronic communications that are sent, received, created, accessed, obtained, viewed, or stored on the Department's systems.

- b. As a matter of policy, however, the Department will not systematically monitor an employee's use of social media unless it is necessary for non-investigatory, work-related purposes, or for investigations of allegations of work-related misconduct.

5.0 Modifications: The Department reserves the right to modify, discontinue or replace the policy or any terms of the policy. The Department will endeavor to give notice of all changes to its Social Media Policy.

6.0 Enforcement: Any employee found to have violated this policy may be subject to disciplinary action, up to and including dismissal, as provided by Rule 60L-36.005, Florida Administrative Code.

7.0 Guidelines for Affiliates Hosting Social Network Sites: This policy applies to any organization or entity affiliated with the Department of Elder Affairs that chooses to maintain a social networking service using the Department's computer resource systems. Please remember that the Department's official electronic business is primarily conducted via the Department's email system and not through social media.

7.1 Development and Maintenance: Organizations or entities affiliated with the Department must use good judgment and professionalism when creating and maintaining a social networking page. Be cognizant that what is posted by the organization reflects on the Department.

7.2 Post Accurate Information: The organization or entity must post accurate information and promptly correct any misinformation posted.

7.3 Removal of Inappropriate Content: The organization must be responsible for screening and removing content that is offensive, rude, discriminatory, vulgar, libelous, or in any other respect violates this Department policy or its contracts.

7.4 Public Records: All content on the organization's or entity's page, including information about the organization's friends list, is subject to disclosure under Florida's Public Record Act. Therefore, the organization or entity must post a notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

7.5 Retention of Records: The organization or entity is required to have the capacity to electronically archive or store all communications sent or received on social networking sites that involve Department business. Entities must follow the public records retention schedule as set forth in the State of Florida General Records Schedule for State and Local Government Agencies. The Department's Information Technology department is available to assist if needed.

7.6 Communications: Any communications on any social networking site regarding Department business is subject to Florida's Government in the Sunshine Law. For example, members of a council, board or commission may not engage on any social networking site in a discussion of matters that foreseeably will come before the council, board or committee for official action.

January 1, 2020 – December 31, 2022

Contract JM020-06-2022

ATTACHMENT VI

Provider's State Contracts List

REPORT PERIOD: From _____
To _____

PROVIDER INFORMATION:

Name: _____

Phone #: _____

Address: _____

Email: _____

FEID: _____

Contact: _____

	Contract #	Contract/Program Name	State Agency/Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
18									\$ -
19									\$ -
20									\$ -
Total									

SIGNATURE: _____

DATE: _____

TITLE: _____

ATTACHMENT VII



BACKGROUND SCREENING

Affidavit of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elders Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____
Street Address *City* *State* *ZIP code*

I, _____ do hereby affirm under penalty of perjury
Name of Representative

that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

 Signature of Representative Date

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
 _____ (Name of Representative) who is personally known
 to me or produced _____ as proof of identification.

 Print, Type, or Stamp Commissioned Name of Notary Public

 Notary Public

ATTACHMENT VIII**CONTRACTOR INFORMATION**

CONTRACT # _____ **CONTRACT PERIOD:** _____

I. PLANNING & SERVICE AREA: **10**

II. COUNTIES TO BE SERVED: **BROWARD**

III. GENERAL ADMINISTRATIVE INFORMATION

a. Contractor: _____
 Contractor Address: _____
 Telephone: _____
 Fax: _____
 Website: _____

b. Executive Director or Chief Administrator: _____
 Telephone: _____
 Email Address: _____

c. President or Head of Governing Body: _____
 Address: _____
 Telephone: _____
 Fax: _____
 Email Address: _____

d. Program Contacts:

Name: _____
 Title: _____
 Telephone: _____
 Email Address: _____

Name: _____
 Title: _____
 Telephone: _____
 Email Address: _____

e. Fiscal Contacts:

Name: _____
 Title: _____
 Telephone: _____
 Email Address: _____

Name: _____
 Title: _____
 Telephone: _____
 Email Address: _____

f. Person(s) authorized to sign reports and/or contracts: _____

g. Agency's FEID Number: _____ **Agency's DUNS #** _____

h. AUDIT DUE DATE: Audit(s) are due by the end of the Ninth month following the end of the agency's fiscal Contractor Fiscal Year: _____ thru _____

ATTACHMENT VIII

Business Associate Agreement

This Agreement, made as by and between **Areawide Council on Aging of Broward County** (“Covered Entity”), a Florida corporation, and City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging (“Business Associate”).

WHEREAS, the Areawide Council on Aging of Broward County is a Covered Entity as defined in the Privacy Rule adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy Rules).

WHEREAS, the Business Associate has been retained by the Covered Entity to perform a function, activity, or service on behalf of Covered Entity that requires the Business Associate have access to Protected Health Information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the Privacy Rule, the Security Rule Health Information Technology for Economic and Clinical Health Act (HITECH), the Final Rules and any rules or guidance issued by the Secretary from time to time with respect to such security, privacy, use and disclosure requirements.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

Section 1. Definitions.

- (a) Breach shall mean the acquisition, access, use or disclosure of protected health information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the protected health information. For purposes of this definition, “compromises the security or privacy of the protected health information” means poses a significant risk of financial, reputational, or other harm to the individual.
- (a) HITECH shall mean Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), called the Health Information Technology for Economic and Clinical Health (HITECH) Act, codifies and expands on many of the requirements promulgated by the Department of Health & Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to protect the privacy and security of protected health information (PHI).
- (b) Individual means the person who is the subject of protected health information 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (c) Privacy Officer shall mean Ramona Woods, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10213; email: woods@adrcbroward.org.

- (d) Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (e) Protected Health Information or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) Required by Law shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- (g) Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.
- (h) Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI relating to the Covered Entity.
- (i) Security Officer shall mean Chris Delez, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10214; email: delezc@adrcbroward.org.
- (j) Security Rule shall mean the Health Insurance Reform: Security Standards at 45 CFR Parts 160, 162 and 164.
- (k) Underlying Agreement shall mean the services agreement executed by the Covered Entity and Business Associate, if any.
- (l) Unsecured PHI means PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under Section 13402 of Public Law 111-5 on the HHS website (45 CFR 164.402).

Section 2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (a) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than provided for by this Agreement.
- (b) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this Agreement.
- (c) Business Associate agrees to comply with the Security Rules, as required by HITECH, in a manner consistent with the Rule and regulations that may be adopted by relevant federal agencies, to keep all electronic PHI in a secure manner, as required under federal law.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. See “Reporting” contained in this Agreement.

- (e) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- (f) Business Associate agrees to make available, in the time and manner designated by Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, as necessary to satisfy Covered Entity's requirements under 45 CFR 164.524.
- (g) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. 164.522, except where such use, disclosure or request is required or permitted under applicable law.
- (h) Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. 502(b)(1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. 164.514(e)(2) to accomplish the intended purpose of such request, use or disclosure as interpreted under related guidance issued by the Secretary from time to time.
- (i) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.
- (j) Business Associate agrees to make internal practices, books, and records including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- (k) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (l) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (m) Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that it is required to comply with the confidentiality, disclosure, breach notification, compliance, and re-disclosure requirements of HITECH, Privacy Rule and the Security Rule to the extent such requirements may be applicable.
- (n) Business Associate acknowledges that if it becomes aware of a "pattern of activity or practice" by Covered Entity, or any other Business Associate, that breaches a Business Associate Agreement, but fails to cure that breach, Business Associate shall immediately terminate the relevant agreement, or report the non-compliance to the United States Department of Health and Human Services' Office of Civil Rights.

- (o) Business Associate acknowledges that it is subject to compliance audits by the United States Department of Health and Human Services' Office of Civil Rights.
- (p) Business Associate shall comply with any and all regulatory requirements which may arise in the future to comply fully with the Privacy Rules, the Security Rule, ARRA, and HITECH, including, but not limited to, restrictions on disclosures to health plans, clarified minimum necessary standards, expanded accounting requirements applicable to electronic health records, revised prohibitions on sales of PHI, and updated marketing and fundraising restrictions. Business Associate shall require that any agent, including a subcontractor, shall also comply with the requirements set forth herein.
- (q) Business Associate acknowledges that, pursuant to HITECH, Business Associate, its employees and contractors, and any third party (and their employees, contractors, and further third parties) who may have access to or possession of the Covered Entity's PHI, are subject to regulatory oversight of the various federal and/or state agencies as a Business Associate, and may be subject to both civil and criminal penalties which may arise from violations of this Agreement, the Privacy Rules, the Security Rule, HITECH, and any rules or guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.
- (r) Business Associate agrees to provide the Covered Entity with notice of a Breach of Unsecured PHI pursuant to the requirements of 45 CFR 164.402. See "Reporting" contained in this Agreement.
- (s) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 154, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- (t) Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

Section 3. Permitted Uses and Disclosures by Business Associate

- (a) Except as otherwise limited in this Agreement, Business Associate may use and/or disclose PHI only in a manner that is necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- (b) Business Associate may use or disclose PHI as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (e) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by

law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose(s) for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Section 4. Reporting

As described below, Business Associate shall report to the Covered Entity in writing (a) any use or disclosure of PHI not permitted under 45 CFR section 164, Subpart E, this Agreement, or by law, (b) any Security Incident of which it becomes aware and (c) any Breach of Unsecured PHI in accordance with HITECH, including 42 U.S.C.A. section 17932.

- (a) Reporting Security Incidents or Improper Uses or Disclosures. Business Associate shall make the report to the Covered Entity's Privacy Officer (or to the Security Officer in the event of a Security Incident) within 3 business days after Business Associate learns of such unauthorized use or disclosure or Security Incident. Business Associate's report shall: (1) identify the nature of the unauthorized use or disclosure or Security Incident including the date of the Security Incident or unauthorized use or disclosure and date of discovery; (2) identify the PHI affected; (3) identify who made or caused the unauthorized use and/or received the unauthorized disclosure and/or participated in the Security Incident, if known; (4) identify what Business Associate has done or shall do to mitigate any deleterious effect of the Breach, unauthorized use or disclosure or Security Incident; (5) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure or Security Incident; and (6) provide such other information, including a written report, as reasonably requested by the Privacy Officer or Security Officer. Any Security incident or unauthorized use or disclosure of PHI that is a Breach of Unsecured PHI shall be reported as required under subsection (b) below.
- (a) Notification of a Breach. Pursuant to HITECH, including 42 U.S.C.A. section 17932, and regulations under 45 CFR Parts 160 and 164, as amended, Business Associate shall provide written notice to the Covered Entity's Privacy Officer of any Breach of Unsecured PHI within 3 business days after Business Associate discovers the Breach. Business Associate shall conduct the risk assessment to determine whether a Breach occurred. Business Associate's report to the Covered Entity shall identify or describe: (1) the affected Individual(s) whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed; (2) the incident, including the date of the Breach and the date of the discovery of the Breach, if known; (3) who made or caused the Breach/unauthorized use and/or received the unauthorized disclosure; (4) the types of Unsecured PHI involved in the Breach; (5) any specific steps the Individual(s) should take to protect him or herself from potential harm related to the Breach; (6) what the Business Associate is doing to investigate the Breach, to mitigate losses and to protect against further Breaches; (7) contact procedures for how the Individual(s) can obtain further information from Business Associate; and (8) such other information, including the risk assessment analysis prepared by Business Associate, as reasonably requested by the Covered Entity's Privacy Officer.

Section 5. Obligations of Covered Entity

- (a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

- (a) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures under this Agreement.
- (b) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this Agreement.
- (c) With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been accessed, acquired, used or disclosed as a result of such breach, except when law enforcement requires a delay pursuant to 45 CFR 164.412:
 - 1. Without unreasonable delay and in no case later than 60 days after discovery of a breach.
 - 1. By notice in plain language including and to the extent possible: a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; a description of the types of Unsecured PHI that were involved in the breach; any steps Individual(s) should take to protect themselves from potential harm resulting from the breach; a brief description of what the Covered Entity involved is doing to investigate the Breach, mitigate the harm to Individual(s), and to protect against any further Breaches; and, contact procedures for Individual(s) to ask questions or learn additional information which shall include a toll-free telephone number, an e-mail address, web site or postal address.
 - 2. Use a method of notification that meets the requirements of 45 CFR 164.404(d).
 - 3. Provide notice to the media when required under 45 CFR 164.405 and to the Secretary pursuant to 45 CFR 164.408.

Section 6. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy & Security Rule if done by Covered Entity.

Section 7. Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of the date the Covered Entity signs this Agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either (1) provide an opportunity for Business Associate to cure the breach and then terminate the Underlying Agreement if Business Associate does not cure the breach within time period specified by the Covered Entity or (2) terminate the Underlying Agreement immediately. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (c) Effect of Termination. (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement or the Underlying Agreement for any reason, Business Associate shall return or destroy all

PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate and subcontractors shall retain no copies of the PHI. (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties, that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Section 8. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy & Security Rule means the section as is currently effect or as may be amended from time to time, and for which compliance is required.
- (a) Indemnification. Business Associate shall release, defend, indemnify and hold Covered Entity harmless from and against any claims, fees, losses, and costs, including, without limitation, reasonable attorneys' fees and costs, that Covered Entity may sustain as a result of, or arising out of (i) a breach of this Agreement by Business Associate or its agents or Subcontractors, including, but not limited to, any unauthorized use, disclosure or breach of PHI, (b) Business Associate or its subcontractor's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitation, failure to perform Business Associate's obligations under this Agreement, the Privacy Rule or the Security Rule or any other applicable law or rule.
- (b) Remedies. The parties acknowledge that breach of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if Covered Entity has actual notice of an intended breach, Covered Entity shall be entitled to a remedy of specific performance and/or injunction refraining Business Associate from violating or further violating this Agreement. The parties agree the election of the Covered Entity to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right the Covered Entity may have to recover damages.
- (c) Amendment. The parties agree to take such action as is necessary to amend this Agreement and the Underlying Agreement if necessary from time to time as is necessary to comply with the requirements of the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, ARRA the HITECH Act, the HIPAA rules and any other applicable laws. Regardless of written amendment to this Agreement or the Underlying Agreement, the parties agree to comply with all applicable laws
- (d) Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement and/or Underlying Agreements, as shall the rights of access and inspection of Business Associate by Covered Entity.
- (e) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules, HIPAA, ARRA, the HITECH Act, the HIPAA Rules and any other applicable law.
- (f) Governing Law; Conflict. This agreement shall be enforced and construed in accordance with the laws of the State of Florida. Jurisdiction of any litigation with respect to this Agreement shall be in Florida, with venue in a court of competent jurisdiction located in Pinellas County. In the event of a conflict between the terms of this Agreement and the terms of any of the Underlying Agreements, the terms of this Agreement shall control.

- (g) Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.
- (h) Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
- (i) Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.

Areawide Council on Aging of Broward County (Covered Entity):

Pauline Grant 12/31/19
Signature of Authorized Representative Date

PAULINE GRANT
Printed Name

PRESIDENT
Title

Contractor (Business Associate):

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

227 NW 2nd Street, Deerfield Beach, FL 33441 954-480-4449
Address Phone

Donna DeFranzo 12/3/19
Signature of Authorized Representative Date

Donna DeFranzo
Printed Name

Director of Active Aging
Title



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-736

Agenda Date: 6/15/2021

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 Contract #JZ2021-06-2022 with the Areawide Council on Aging of Broward County, Inc. for Alzheimer's Disease Initiative Program funding in an amount not to exceed \$438,980.85; authorizing execution of the Agreement; and providing an effective date. *(Fiscal Impact: Increase in Revenue)*

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Revenue Anticipated \$438,980.85

Account Name: ADI State Funds

Account Number: 101-331-1215-69-95

Secondary Account Name: AAA - Alzheimer's Supplement

Secondary Account Number: 101-337-1215-60-96

Background/History

On December 3, 2019, the City Commission approved Master Contract #JM020-06-2022 (the "Master Contract") with the Areawide Council on Aging of Broward County, Inc. (the "Council") for service delivery for the Center of Active Aging.

Current Activity

The City wishes to enter into Contract #JZ2021-06-2022 (the "Contract") pursuant to the Master Contract in order to provide daycare respite services, case management and caregiver training and support services (the "Services"). The Alzheimer's day care center provides services for individuals with dementia, Alzheimer's disease and other memory disorders. The term for the Contract with the Council will be from July 1, 2021 through June 30, 2022.

Recommendation

Approval.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CONTRACT #JZ021-06-2022 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. FOR ALZHEIMER'S DISEASE INITIATIVE PROGRAM FUNDING IN AN AMOUNT NOT EXCEED \$438,980.85; AUTHORIZING EXECUTION OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on December 3, 2019, the City Commission approved Master Contract #JM020-06-2022 (the "Master Contract") with the Areawide Council on Aging of Broward County, Inc. (the "Council") for service delivery for the Center of Active Aging; and

WHEREAS, the City wishes to enter into Contract #JZ021-06-2022 (the "Contract") pursuant to the Master Contract in order to provide daycare respite services, case management and caregiver training and support services (the "Services"); and

WHEREAS, the term for the Contract with the Council will be from July 1, 2021 through June 30, 2022; and

WHEREAS, the City Commission believes that it is in the best interest of the City to approve and authorize execution of the Contract with the Council in the amount not to exceed \$438,980.85.

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

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

Section 2. The City Commission hereby approves the Contract with the Council, attached as Exhibit "A," for the Services in the amount not to exceed \$438,980.85.

Section 3. The Mayor is hereby authorized to execute the Contract with the Council, attached as Exhibit "A," together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

ALZHEIMER'S DISEASE INITIATIVE PROGRAM

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the "Council", and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging**, hereinafter referred to as the "Contractor", and collectively referred to as the "Parties." This Contract is subject to all provisions contained in the Master Contract executed between the Council and the Contractor, and its successor, as revised or renewed from time to time, incorporated herein by reference.

WITNESSETH THAT:

WHEREAS, the Council has determined that it is in need of certain services as described herein; and **WHEREAS**, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor of the Council.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract:

The purpose of this Contract is to provide services in accordance with the terms and conditions specified in this Contract including all attachments, forms, exhibits and references incorporated, which constitute the contract document.

2. Incorporation of Documents within the Contract:

This Contract will incorporate attachments, proposal(s), area plan(s), grant agreements, relevant Department of Elder Affairs handbooks, manuals, or desk books and Master Contract, as an integral part of the Contract, except to the extent that the Contract explicitly provides contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the Contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Contract document and identified attachments.

3. Term of Contract:

This Contract will begin on July 1, 2021 or on the date on which this Contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, local time in Tallahassee, Florida, on June 30, 2022.

4. Contract Amount:

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$438,980.85**, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. Background Screening

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.

To demonstrate compliance with this provision, Contractor shall submit Background Screening Attestation of Compliance, ATTACHMENT IX of this Contract, annually, by January 5. Further

information concerning the procedures for background screening is found at https://elderaffairs.org/wp-content/uploads/DOEA_Form_235_Attestation_of_Compliance_Employer-1.pdf.

6. Nondiscrimination-Civil Rights Compliance

- 6.1** The Contractor shall execute assurances as stated in the Assurances-Non-Construction Programs, ATTACHMENT VII of this Contract, that it will not discriminate against any person in the provision of services or benefits under this Contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
- 6.2** During the term of this Contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, ATTACHMENT VIII of this Contract.
- 6.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 6.4** If this Contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

7. Provision of Services:

The Contractor shall provide services in the manner described in the Statement of Work, ATTACHMENT I of this Contract.

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

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment will be made is:	City of Deerfield Beach, Florida/Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441

c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under this Contract is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441 954-480-4449
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Program Specialist for the Council for this Contract is:	Marion Connor Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this Contract.		

9. All Terms and Conditions Include:

This Contract and its ATTACHMENTS I-IX, any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Contract, the Parties agree that they have read and agree to the entire Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have caused this 41 page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

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

**Areawide Council on Aging of Broward
County, Inc.**

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

SIGNED BY:

SIGNED BY:

NAME:

PAULINE GRANT

NAME:

TITLE:

PRESIDENT

TITLE:

DATE:

DATE:

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

ATTACHMENT I

**STATEMENT OF WORK
ALZHEIMER'S DISEASE INITIATIVE PROGRAM**

SECTION I: SERVICES TO BE PROVIDED

A. DEFINITIONS OF TERMS AND ACRONYMS

1. Contract Acronyms

Alzheimer's Disease (AD)
 Alzheimer's Disease Initiative (ADI)
 Activities of Daily Living (ADLs)
 Assessed Priority Consumer List (APCL)
 Adult Protective Services (APS)
 Client Information and Registration Tracking System (CIRTS)
 Community Care for Disabled Adults (CCDA)
 Code of Federal Regulations (CFR)
 Corrective Action Plan (CAP)
 Dementia Care & Cure Initiative (DCCI)
 Department of Elder Affairs (DOEA)
 Florida Administrative Code (F.A.C.)
 Florida Statutes (F.S.)
 Home Care for Disabled Adults (HCDA)
 Instrumental Activities of Daily Living (IADLs)
 Memory Disorder Clinic (MDC)
 Notice of Instruction (NOI)
 Planning and Service Area (PSA)
 Service Provider Application (SPA)
 Summary of Programs and Services (SOPS)
 United States Code (U.S.C.)

2. Program Specific Terms

Department of Elder Affairs Programs and Services Handbook (DOEA Handbook). An official document of DOEA. The DOEA Handbook includes program policies, procedures, and standards applicable to agencies which are recipients of DOEA-funded programs, and providers of program-funded services. An annual update is provided through a NOI.

Functional Assessment: A comprehensive, systematic, and multidimensional review of a person's ability to remain living independently in the least restrictive living arrangement.

NOI: DOEA's established method to communicate to the Contractor and subcontractor the requirements to perform specific tasks or activities in a particular manner. NOIs are located on the DOEA website at <https://elderaffairs.org/newsroom/notices-of-instruction-2021>.

Program Highlights: Success stories, quotes, testimonials, or human-interest vignettes that are used in the Summary of Programs and Services (SOPS) to demonstrate how programs and services help elders, families, and caregivers.

Proviso: Language used in a general appropriations bill to qualify or restrict the way in which a specific appropriation is to be expended.

Service Provider Application (SPA): A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system in its PSA in accordance with the Section 306 of the Older Americans Act (42 U.S.C. Section 3026) and Council instructions. The SPA includes performance measures and unit rates per service offered.

Service Provider Application (SPA) Update: A revision to the SPA wherein the Contractor provides ADI-specific data for the Council to enter into CIRTS. An update may also include other revisions to the SPA as instructed by the Council.

Summary of Programs and Services (SOPS): A document produced by the DOEA and updated yearly to provide the public and the Legislature with information about programs and services for Florida's elders.

B. GENERAL DESCRIPTION

1. General Statement

The purpose of the ADI is to address the special needs of individuals with AD and other forms of dementia, their families, and caregivers.

2. Alzheimer's Disease Initiative Program Mission Statement

The ADI program assists persons afflicted with AD and other forms of dementia to live as independently as possible with support to family members and caregivers.

3. Authority

The relevant authority governing ADI Program include:

- (1) Sections 430.501 through 430.504, F.S.,
- (2) Rule Chapter 58D-1, F.A.C.; and
- (3) The Catalog of State Financial Assistance (CSFA) Number 65.004 and 65.002.

4. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of ADI. The program services shall be provided in a manner consistent with the Contractor's current SPA and the current DOEA Handbook, which are hereby incorporated by reference. The Contractor agrees to be bound by all subsequent amendments and revisions to the DOEA Handbook, and the Contractor agrees to accept all such amendments and revisions via a NOI.

5. Major Program Goals

The major goals of the ADI Program is to provide services to meet the needs of caregivers and individuals with AD and other forms of dementia or other related disorders.

C. CLIENTS TO BE SERVED

1. General Eligibility

The ADI Program addresses the special needs of individuals with AD and other forms of dementia or other related disorders and their caregivers.

2. Client Eligibility

Clients eligible to receive services under this Contract must:

- a. Be 18 years of age or older and have a diagnosis of AD and other forms of dementia or related disorder, or be suspected of having AD and other forms of dementia or a related disorder; and
- b. Not be enrolled in any Medicaid capitated long-term care program.

3. Targeted Groups

Priority for services provided under this Contract shall be given to those eligible persons assessed to be at risk of placement in an institution or as otherwise specified in the authorizing proviso.

4. Client Determination

The Council shall have final authority for the determination of client eligibility.

5. Contract Limits

In no case shall the Contractor be required to incur costs in excess of the contract amount in providing services to clients.

SECTION II: MANNER OF SERVICE PROVISION

A. SERVICE TASKS

In order to achieve the goals of the ADI program, the Contractor shall perform, or ensure that its subcontractors perform, the following tasks:

1. Client Eligibility Determination

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in this Statement of Work, ATTACHMENT I, Section I.C.2. of this Contract.

2. Assessment and Prioritization of Service Delivery for New Clients

The Contractor shall ensure the following criteria are used, to prioritize new clients for service delivery in the sequence below. It is not the intent of the Council to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

- a. Imminent Risk Individuals: Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within one (1) month or very likely within three (3) months.
- b. Service priority for individuals not included above, regardless of referral source, individuals determined through the DOEA's functional assessment administered to each applicant to the extent funding is available. The Contractor shall ensure that first priority is given to applicants at a higher levels of frailty and risk of nursing home placement.

3. Program Services

The Contractor shall ensure the provision of program services is consistent with the Contractor's current SPA, as updated and approved by the Council, and the current DOEA Handbook.

4. Task Limits

The Contractor shall not perform any tasks related to the project other than those described in this Contract without the express written consent of the Council.

B. Use of Subcontractors

If this Contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its contract with the subcontractor. If any circumstances occur that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or in the performance of the subcontractor, the Contractor shall notify the Council's Program Specialist and the Council's Finance Director in writing of such delay.

The Contractor shall not permit a subcontractor to perform services related to this Contract without having a binding subcontractor contract executed. In accordance with Paragraph 23 of the Master Contract, the Council will not be responsible or liable for any obligations or claims resulting from such action.

1. Copies of Subcontracts

The Contractor shall submit a copy of all subcontracts to the Council's Program Specialist within thirty (30) days of the subcontract being executed.

2. Monitoring the Performance of Subcontractors

The Contractor shall perform at least one monitoring per year of each subcontractor, subrecipient, vendor, and/or consultant paid from funds provided under this Contract. The Contractor shall perform fiscal, administrative and programmatic monitoring of each subcontractor to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor to ensure that time schedules are met, the budget and scope of work is accomplished within the specified time periods and other performance goals stated in this Contract are achieved.

3. Copies of Subcontractor Monitoring Reports

The Contractor shall forward a copy of all subcontractor monitoring reports to the Council's Contract manager within thirty (30) days of the report being issued to the subcontractors, subrecipients, vendors, and/or consultants.

C. Staffing Requirements**1. Staffing Levels**

The Contractor shall dedicate its own staff necessary to meet the obligations of this Contract and ensure that subcontractors dedicate adequate staff accordingly.

2. Professional Qualifications

The Contractor shall ensure that the staff responsible for performing any duties or functions within this Contract have the qualifications as specified in the DOEA Handbook.

3. Service Times

The Contractor shall ensure the availability of the services listed in this Contract are appropriate to meet client service needs, at a minimum, during normal business hours, or as otherwise specified in proviso. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

D. Service Location and Equipment**1. Service Delivery Location**

Services will be provided as needed in location determined by the Contractor to best meet clients' immediate needs.

2. Changes in Location

The Contractor shall notify the Council in writing a minimum of two weeks prior to making changes in location that will affect the Council's ability to contact the Contractor by telephone or facsimile.

3. Equipment

Contractor shall be responsible for supplying, at its own expense, all equipment necessary for its performance under this Contract including, but not limited to, computers, telephones, copiers, fax machines, maintenance and office supplies.

E. DELIVERABLES

The following section provides the specific quantifiable units of deliverables and source documentation required to evidence the completion of the task specified in this Contract.

1. Delivery of Service to Eligible Clients

The Contractor shall ensure the availability of a continuum of services to addressing the diverse needs of individuals with AD and their caregivers. The Contractor shall ensure performance and reporting of the services per the Contractor's current approved Service Provider Application (SPA), the current DOEA Handbook, proviso language and the Statement of Work, ATTACHMENT I, Section II.A. of this Contract. Documentation of service delivery must include a report consisting of the following:

- a. Number of clients served;
- b. Number of service units provided by service; and
- c. Rate per service unit with calculations that equal the total invoice amount.

2. Services and Units of Services

The Contractor shall ensure the provision of the services described in this Contract are performed in accordance with the current DOEA Handbook and the service tasks described in the Statement of Work, ATTACHMENT I, Section II.A. of this Contract. Units of service will be paid pursuant to the rate established in the SPA as updated, as shown in the Budget Summary, ATTACHMENT IV of this Contract, as approved by the Council.

3. Administrative Responsibilities

The Contractor shall provide management and oversight of ADI Program operations in accordance with the current DOEA Handbook and the approved Contractor's Service Provider Application. Management and oversight of ADI Program operations include the following:

- a. Developing a competitive solicitation process for allocation of ADI funds, including appeal procedures for handling disputes involving the subcontractors;
- b. Developing a Service Provider Application and updating it annually, at a minimum, as directed by the Council;
- c. Establishing vendor agreements at the PSA level, when applicable for ADI services according to manuals, rules, and agreement procedures of DOEA Handbook and/or NOI;
- d. Providing technical assistance and training to subcontractors and vendors to ensure provision of quality services;
- e. Monitoring and evaluating subcontractors and vendors for fiscal, administrative, and programmatic compliance;

- f. Appropriately and timely submitting payments to subcontractors;
- g. Arranging in-service training for staff and/or subcontractors at least annually;
- h. Establishing procedures for handling client complaints and ensuring that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, subcontractor and direct service worker complaints, and any other issues related to complaints (other than termination, suspension or reduction in services) that require the grievance process as described in Appendix D of the current DOEA Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, and the determination of each complaint;
- i. Ensuring compliance with CIRTS regulations;
- j. Monitoring performance objective achievements in accordance with targets set by the Council and/or DOEA; and
- k. Conducting annual client satisfaction surveys to evaluate and improve service delivery.

F. REPORTS

The Contractor shall respond within ten (10) business days or within deadlines established by the Council, to the Council's request for routine and/or special requests for information and ad hoc reports. The Contractor must establish due dates for any subcontractors that permit the Contractor to meet the Council's and/or the DOEA's reporting requirements.

1. Service Provider Application (SPA) Update and All Revisions Thereto

The Contractor is required to submit the SPA and an annual update, wherein the Council enters ADI specific data, into the Client Information and Registration Tracking System (CIRTS). The Contractor may also be required to submit revisions to the SPA as instructed by the Council.

2. Client Information and Registration Tracking System (CIRTS)

The Contractor shall ensure timely input of ADI specific data into the CIRTS. To ensure CIRTS data accuracy, the Contractor shall use CIRTS generated reports, which include the following:

- a. Client Reports
- b. Monitoring Reports
- c. Services Reports
- d. Miscellaneous Reports
- e. Fiscal Reports
- f. Outcome Measurement Reports

3. Service Costs Reports

The Contractor is required to submit to the Council a semi-annual and annual service cost reports, which reflect actual costs of providing each service by program. This report provides information

for planning and negotiating unit rates. The semi-annual service cost report encompassing the six months ending 12/31/2021 is due on February 19, 2022. The annual service cost report encompassing the twelve months ending 6/30/2022 is due on May 1, 2022, which will be forwarded to DOEA.

4. Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council to the Council's Program Specialist by the 5th of each month. This report is for all agreements and/or contracts between the Contractor and the Council. The report will include the following:

- a. A list of all services and their current status regarding surplus or deficit;
- b. The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;
- c. Recommendations to transfer funds to resolve surplus/deficit spending;
- d. Input from the Contractor's Board of Directors, or governing body, on resolution of spending issues, if applicable

5. Program Highlights

The Contractor shall submit brief written narratives to the Council for publication in the Program Highlight sections of the DOEA's Summary of Programs and Services (SOPS), which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the narratives to identify the specific individuals or entities that performed the activities described in the narratives. The Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to the Council.

G. RECORDS AND DOCUMENTATION

1. Requests for Payment

The Contractor will maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation will be provided upon request to the Council or the Department of Financial Services.

2. CIRT Address Validation

The Contractor shall work with the Council to ensure that client addresses are correct in CIRT for disaster preparedness efforts. At least annually, and more frequently as needed, the Council will provide direction on how to validate CIRT addresses to ensure they can be mapped. The Contractor will receive a list of unmatched addresses that cannot be mapped, and the Contractor will be responsible for correcting the address and send a list to the Council with confirmed addresses. The Council will use this information to update maps, client rosters, and unmatched addresses and disseminate this information.

3. CIRT Data and Maintenance

The Contractor shall ensure the collection and maintenance of client and service information on a monthly basis from the Client Information and Registration Tracking System (CIRT) or any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

4. Data Integrity and Back up Procedures

The Contractor and subcontractors, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources will be as stringent as the protection required of the primary resources. A copy of the backed up data be stored in a secure, offsite location.

5. Policies and Procedures for Records and Documentation

The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with subcontractors. These policies and procedures will be made available to the Council upon request.

H. PERFORMANCE SPECIFICATIONS**1. Outcomes and Outputs (Performance Measures)**

The Contractor must:

- a. Ensure the prioritization of clients and provision of services to clients in accordance with the Statement of Work, ATTACHMENT I, Section II.A.1. through Section II.A.4. and Section II.D.1. through Section II.D.3. of this Contract;
- b. Ensure the provision of services described in this Contract are in accordance with the current DOE Handbook;
- c. Timely and accurately submit to the Council all required documentation and reports described in this Statement of Work, ATTACHMENT I, Sections II.F. of this Contract; and
- d. Timely and accurately, in accordance with the Invoice Report Schedule, ATTACHMENT III of this Contract, submit to the Council Forms 105 & 106, ATTACHMENT V of this Contract, including supporting documentation.

2. Annual Programmatic Monitoring Report

The Contractor's performance of the measures in the Statement of Work, ATTACHMENT I, Section II.H.1. of this Contract, will be reviewed and documented in the Council's Annual Programmatic Monitoring Report.

3. Contract Monitoring

The Council will review and evaluate the performance of the Contractor under the terms of this Contract. Monitoring will be conducted through direct contact with the Contractor through telephone, in writing, or an on-site visit(s). The primary, secondary, or signatory of this Contract must be available for any on-site programmatic monitoring visit. The Council's determination of acceptable performance shall be conclusive. The Contractor agrees to cooperate with the Council

in monitoring the progress of completion of the service tasks and deliverables. The Council may use, but is not limited to, one or more of the following methods for monitoring:

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled and follow-up on-site visits;
- c. Client visits;
- d. Review of independent auditor's reports;
- e. Review of third-party documents and/or evaluation;
- f. Review of progress reports;
- g. Review of customer satisfaction surveys;
- h. Agreed-upon procedures review by an external auditor or consultant;
- i. Limited-scope reviews; and
- j. Other procedures as deemed necessary.

I. Contractor Responsibilities

1. Contractor Accountability

All service tasks and deliverables pursuant to this Contract are solely and exclusively the responsibility of the Contractor and are tasks and deliverables for which, by execution of this Contract, the Contractor agrees to be held accountable.

2. Coordination with Other Providers and/or Entities

Notwithstanding that services for which the Contractor is held accountable involve coordination with other entities in performing the requirements of this Contract, the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this Contract.

J. Council's Responsibilities

1. Council Obligations

The Council may, within its resources, provide technical support and/or assistance to the Contractor to assist the Contractor in meeting the requirements of this Contract. The Council's technical support/assistance or the lack thereof, does not relieve the Contractor from full performance of the contract requirements.

2. Council Determinations

The Council reserves the exclusive right to make certain determinations in the tasks and approaches used to perform tasks required by this Contract. The absence of the Council setting forth a specific reservation of rights does not mean that all other areas of this Contract are subject to mutual agreement.

SECTION III: METHOD OF PAYMENT**A. General Statement of Method of Payment**

The method of payment for this Contract is a combination of advances, cost reimbursement, and a unit rate payment for services. The Council will pay the Contractor upon satisfactory completion of the Deliverables, as specified in the Statement of Work, ATTACHMENT I, Section II.D. of this Contract, and in accordance with other terms and conditions of this Contract.

1. Unit Rate

Payment for Unit Rates shall not exceed amounts established in the approved Service Provider Application.

2. Advance Payment

The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Department of Elder Affairs by the State of Florida (“budget release”). The Contractor will provide the Council’s Finance Director documentation justifying the need for an advance and describing how the funds will be distributed. For the first month’s advance request, the Contractor shall provide to the Council’s Finance Director documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor’s financial need for the second month of advances. The Contractor must also describe how the funds will be distributed for the first and second month. The Contractor’s requests for advance require the approval of the Council’s Finance Director. If sufficient budget is available, the Council will issue approved advance payments after July 1 of the contract year. The schedule for submission of advance requests (when available) is listed in the Invoice Report Schedule ATTACHMENT III of this Contract.

- a. All advance payments retained by the Contractor must be fully expended no later than September 30, 2021. Any portion of advance payments not expended must be recouped on report number 5, due to the Council on October 7, 2021, in accordance with the Invoice Report Schedule, ATTACHMENT III of this Contract.
- b. All advance payments made to the Contractor shall be returned to the Council as follows: one-tenth (1/10) of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number five, in accordance with the Invoice Report Schedule, ATTACHMENT III of this Contract.

B. Funding Distribution

The Contractor agrees to distribute funds as detailed in the SPA requested by the Council and the Budget Summary, ATTACHMENT IV of this Contract. The Contractor may request a budget revision by submitting a written request to the Council's Contract Manager. Upon approval, the Council's Finance Director will issue a budget revision letter. An amendment is required to change the total amount of this Contract.

C. Method of Invoice Payment

Payment shall be made upon the Contractor’s presentation of an invoice subsequent to the acceptance and approval by the Council of the deliverables shown on the invoice. The form and substance of each invoice submitted by the Contractor shall be as follows:

1. Request payment monthly for the units of service established in the Contractor's approved Service Provider Application, provided in conformance with the requirements as described in the current DOE Handbook, at the rates established in the Budget Summary, ATTACHMENT IV of this Contract. Any requested changes to the approved budget subsequent to the execution of this Contract must be submitted to the Council's Program Specialist for approval. Any changes to the total contract amount requires a formal contract amendment.
2. All requests for payment and expenditure reports submitted to support requests for payment shall be on Forms 105 and 106, ATTACHMENT V of this Contract. The Contractor will consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment.

D. Payment Withholding

Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 27 of the Master Contract.

E. Date for Final Request for Payment

The final request for payment will be due to the Council no later than July 28, 2022.

F. CIRT Data Entries for Subcontractors

The Contractor and its subcontractor(s) shall enter all required data for clients and services in the CIRT database in accordance with the current DOE Handbook and the CIRT User Manual – Aging Provider Network users (located in Documents on the CIRT Enterprise Application Services). Subcontractor(s) must enter this data into the CIRT prior to submitting their invoice to the Contractor. The Contractor shall establish deadlines for completing CIRT data entry and ensure compliance with due dates in the Invoice Report Schedule, ATTACHMENT III of this Contract.

G. Monthly CIRT Reports

The Contractor is required to run monthly CIRT's reports and verify that client and service data in the CIRT is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council.

H. Corrective Action Plan

1. Contractor shall ensure 100% of the deliverables identified in the Statement of Work, ATTACHMENT I, Section II.E.1. through Section II.E.3. of this Contract are performed pursuant to Contract requirements.
2. If at any time the Contractor is notified by the Council's Program Specialist that it has failed to correctly, completely, adequately perform contract deliverables identified in the Statement of Work, ATTACHMENT I, Section II.E.1. through Section II.E.3. of this Contract, the Contractor will have ten (10) days to submit a Corrective Action Plan ("CAP") to the Council's Program Specialist that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Program Specialist. The Council shall assess a Financial Consequence for Noncompliance on the Contractor as referenced in the Statement of Work, ATTACHMENT I, Section III.I. of this Contract for each deficiency identified in the CAP which

is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.

3. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct the percentage established in the Statement of Work, ATTACHMENT I, Section III.I. of this Contract from the payment for the invoice of the following month.
4. If Contractor fails to timely submit a CAP, the Council shall deduct the percentage established in the Statement of Work, ATTACHMENT I, Section III.I. of this Contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

I. Financial Consequences

The Council will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Council according to the requirements referenced in the Statement of Work, ATTACHMENT I, Section II.E. of this Contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in the Statement of Work, ATTACHMENT I, Section II.E. of this Contract.

1. Delivery of services to eligible clients as referenced in the Statement of Work, ATTACHMENT I, Section II.A.1. through Section II.A.2. and Section II.E.1. of this Contract – Failure to comply with established assessment and prioritization criteria, as evidenced by the CIRT reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in the Statement of Work, ATTACHMENT I, Section III.H. of this Contract.
2. Services and units of services as referenced in the Statement of Work, ATTACHMENT I, Section II.E.2. of this Contract – Failure to provide services in accordance with the current DOEA Programs and Services Handbook, the service tasks described in the Statement of Work, ATTACHMENT I, Section II.A. of this Contract, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency is not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in the Statement of Work, ATTACHMENT I, Section III.H. of this Contract.
3. Administrative duties as referenced in the Statement of Work, ATTACHMENT I, Section II.E.3. of this Contract – Failure to perform management and oversight of ADI Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in the Statement of Work, ATTACHMENT I, Section III.H. of this Contract.
4. Timely submission of a CAP – Failure to timely submit a CAP within 10 business days after notification of a deficiency by the DOEA Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in the Statement of Work, ATTACHMENT I, Section III.H. of this Contract.
5. Exceptions may be granted solely, in writing, by the Council's Program Director.

SECTION IV. SPECIAL PROVISIONS**A. Date for Final Request for Budget Revisions**

Final requests for budget revision or adjustments to Contract funds based on expenditures for services provided through June 30, 2022, must be submitted to the Council's Program Specialist and the Council's Finance Director, no later than June 30, 2022; email requests are considered acceptable.

B. Contractor's Financial Obligations**1. Cost Sharing and Co-payments**

The Council will ensure the Contractor establishes annual co-payment goals. Pursuant to Section 430.204(8), F.S., and Rule 58C-1.007, F.A.C., the dollar amount for co-payments associated with ADI must be calculated by applying the current federal poverty guidelines published by the U.S. Department of Health and Human Services.

- a. No co-payment will be assessed on a client whose income is at, or below, the federal poverty level (FPL) as established each year by the U.S. Department of Health and Human Services.
- b. No client may have their services terminated for inability to pay their assessed co-payment. The Contractor, in conjunction with provider agencies, must establish procedures to remedy financial hardships associated with co-payments and ensure there is no interruption in service(s) for the inability to pay. If a client's co-payment is reduced or waived entirely, a written explanation for the change must be placed in the client file.
- c. Co-payments include only the amounts assessed consumers or the amounts consumers opt to contribute in lieu of an assessed co-payment. The consumers' contribution must be equal to or greater than the assessed co-payment.

2. Use of Service Dollars and Assessed Priority Consumer List Management

The Contractor is expected to spend all federal, state and other funds provided by the Council for the purpose specified in this Contract. The Contractor must manage service funds in such a manner as to avoid having a wait list and a surplus of funds at the end of the contract period for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to other service areas during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

C. Remedies-Nonconforming Services

1. The Contractor shall ensure that all goods and/or services provided under this Contract are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Contract. In addition, any nonconforming goods and/or services not meeting such standards will not be reimbursed under this Contract. The Contractor's signature on the Forms 105 and 106, ATTACHMENT V of this Contract, certifies maintenance of supporting documentation and acknowledgement that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Council requires

immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

D. Incident Reporting

The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates Master Contract by reference. Such notice shall be made orally to the Council's Program Director (by telephone) with an email to immediately follow.

E. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any subcontractors, if known to Contractor, and referred to a governmental or investigatory agency must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

F. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

G. Enforcement

1. The Council may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as a Contractor, if the Council finds that:
 - a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating Master Contract by reference, or substantially and negatively affected the operation of an aging services program covered under any contract or agreement;
 - b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
 - c. The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;
 - d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
 - e. The Contractor has exceeded its authority or otherwise failed to adhere to the terms of Master Contract and any contract or agreement incorporating Master Contract by reference;
 - f. The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; or

- The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.
- In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

H. Contract Modifications

The Council's Program Director has the authority to modify and/or extend deliverable deadlines. All deliverable extension requests must be made to the Council's Program Director, in writing, prior to the required deadline. All approvals for deliverable extensions must be communicated, in writing, by the Council's Program Director to the Contractor and are subject to the discretion of the Council's Program Director. The requests and the approval must occur prior to the established deadline. An e-mail writing (request and response) is considered acceptable.

END OF ATTACHMENT I

ATTACHMENT II**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Council staff, limited scope audits, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the provider agrees to comply with any additional instructions provided by the Council to the provider regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. EXHIBIT 2 indicates federal resources awarded through the Council by this Contract. In determining the federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to contract with the Council shall be based on the contract’s requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor’s fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contract, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 2, Funding Summary Attachment to this Contract indicates state financial

assistance awarded through the Council by this Contract. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by PART I of this Financial and Compliance Audit Attachment shall be submitted, when required by 2 CFR §200.512 by or on behalf of the provider directly to each of the following:

Federal Audit Clearinghouse Bureau of the Census
1201 East 10th Street Jeffersonville, IN 47132

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road Sunrise, FL 33351

Additionally, copies of financial reporting packages required by PART II of this Financial Compliance Audit Attachment shall be submitted by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road Sunrise, FL 33351

The Auditor General's Office at the following address:

State of Florida Auditor General
Claude Pepper Building, Room 574
111 West Madison Street Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of six (6) years from the date the audit report is issued, and shall allow the Council or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Council or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

END OF ATTACHMENT II

EXHIBIT 1**PART I: AUDIT RELATIONSHIP DETERMINATION**

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, FAC, Contractor has been determined to be:

____ Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.

X Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

____ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes*

2 CFR §200.201 – Administrative Requirements**

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR 75; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

- Section 215.97 & 215.971, F.S.

- Chapter 69I-5, F.A.C.

- State Projects Compliance Supplement

- Reference Guide for State Expenditures

- Other fiscal requirements set forth in program laws, rules and regulations

END OF EXHIBIT 1

EXHIBIT 2**FUNDING SUMMARY**

Note: Title 2 CFR, as revised, and Section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1, be provided to Contractor. Information contained herein is a prediction of funding sources and related amounts on the contract budget.

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

Program Title	Year	Funding Source	CFDA/ CSFA #	Amount
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

FEDERAL FUNDS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133 – Audits of States, Local Governments, Non-Project Organizations.

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			\$0

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Alzheimer's Disease Initiative	General Revenue	65.002	\$195,150.00
Alzheimer's Disease Initiative	General Revenue	65.004	\$189,309.85
Council Match			\$ 54,521.00
TOTAL AWARD			\$438,980.85

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE

Section 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C., State Projects Compliance Supplement

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

ATTACHMENT III**ALZHEIMER'S DISEASE INITIATIVE PROGRAM****INVOICE REPORT SCHEDULE**

<u>Report Number</u>	<u>Based On</u>	<u>Due to Council On This Date</u>
1	July Advance*	July 1
2	August Advance*	July 1
3	July Expenditure Report	August 5
4	August Expenditure Report	September 7
5	September Expenditure Report	October 7
6	October Expenditure Report	November 7
7	November Expenditure Report	December 7
8	December Expenditure Report	January 6
9	January Expenditure Report	February 7
10	February Expenditure Report	March 7
11	March Expenditure Report	April 7
12	April Expenditure Report	May 5
13	May Expenditure Report	June 7
14	June Expenditure Report	July 10
15	Final Expenditure	July 28

Legend: * Advance based on projected cash need as supported by a cash-flow analysis is or other information appropriate to demonstrate the Contractor financial need for the advance.

Note # 1: Report #1 and #2 for Advance Basis Contracts cannot be submitted to the DOEA prior to July 1 or until the Contract with the Council has been executed and a copy sent to DFS.

Note # 2: Report numbers 3 through 14 will reflect an adjustment of one twelve of the total advance amount, on each of the reports respectively, repaying advances on the contract. The adjustment will be recorded in Part C, 1 of the report.

Note # 3: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 4: Reports submitted after the 10th of the month will be processed the following month. This rule will be enforced.

ATTACHMENT IV

**BUDGET SUMMARY
PENDING**

ATTACHMENT V

Forms 105 and 106Sub Contractor for PSA #10
ADRC of Broward County

CONTRACT #

**RECEIPTS AND UNIT COST REPORT
PROGRAM**

PROVIDER NAME, ADDRESS, PHONE # and FEID#		FUNDING SOURCE:		THIS REPORT PERIOD	
PROVIDER NAME		Program		MONTH	
ADDRESS ADDRESS				REPORT #:	
Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX				CONTRACT PERIOD:	
FEID #: 59-XXXXXXX				CONTRACT #	
				PSA #: 10	
CERTIFICATION: I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the contract. Further, I certify that the attached monthly and YTD service units /undup clients' report is correct.					
Prepared By:		Date:		Approved By:	
Date:		Date:			
PART a: INCOME / RECEIPTS		A. Approved Budget	B. Actual Receipts for	C. Total Receipts Year to Date	D. % Of Approved Budget
1. Federal Funds		\$0.00	\$0.00	\$0.00	#DIV/0!
2. State Funds					
3. Program Income					
4. Local Cash Match					
5. SUBTOTAL: CASH RECEIPTS		\$0.00	\$0.00	\$0.00	#DIV/0!
6. Local In-Kind match					
7. TOTAL RECEIPTS		\$0.00	\$0.00	\$0.00	#DIV/0!
PART b: UNIT COST REPORT					
(A)	(B)	(C)	(D)	(E)	(F)
SERVICE	CONTRACT AMOUNT	UNITS	UNIT RATE	AMOUNT EARNED THIS PERIOD	AMOUNT PREV. EARNED
(G) AMOUNT EARNED YTD					
<u>FIXED SERVICES</u>					
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
	\$0.00			\$0.00	\$0.00
PART c: OTHER REVENUE / PROGRAM INCOME		A. Total - Current Month		B. Total - Year To Date	
1. CONTRIBUTIONS: (EXCLUDES CLIENT CO-PAY COLLECTIONS)		\$0.00		\$0.00	
2. CLIENT CO-PAY ASSESSED		\$0.00		\$0.00	
3. CLIENT CO-PAY COLLECTIONS		\$0.00		\$0.00	
4. INTEREST (NET AMOUNT NOT RETURNED)		\$0.00		\$0.00	
5. MATCH VALUATION (INCLUDES CASH & IN-KIND)		\$0.00		\$0.00	

PSA #10 Form 105, Dated July 1997

CONTRACT #

CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
PROGRAM
FUNDING SOURCE

PROVIDER NAME, ADDRESS, PHONE & FEID # PROVIDER NAME ADDRESS ADDRESS Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX FEID #: 59-XXXXXXX	TYPE OF REPORT: A. PAYMENT REQUEST: Regular ☒ Supplemental B. METHOD OF PAYMENT: Advance ☐ Reimbursement ☒	THIS REQUEST PERIOD: MONTH REPORT #: CONTRACT PERIOD: CONTRACT # PSA#: 10		
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.				
Prepared By:	Date:	Approved By:	Date:	
PART A: CONTRACT FUNDS SUMMARY	SERVICE	SERVICE	SERVICE	TOTAL
1. Approved Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00
2. Previous Funds Requested for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00
3 Contract Funds Available	\$0.00	\$0.00	\$0.00	\$0.00
PART B: CONTRACT FUNDS REQUESTED:				
1. Cash Advances (1st-2nd Months)	\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period ^{= to PSA #10 Form 105Z Part B, Column E}	\$0.00	\$0.00	\$0.00	\$0.00
3. Total	\$0.00	\$0.00	\$0.00	\$0.00
PART C: NET FUNDS REQUESTED:				
1. Less Overadvance	\$0.00	\$0.00	\$0.00	\$0.00
2. Contract Funds Are Hereby Requested ^{Part B Line 4 minus Part C line 1) (Not to exceed Part A Line 5)}	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCE EARNED	\$0.00	\$0.00	\$0.00	\$0.00
Advance Remaining	\$0.00	\$0.00	\$0.00	\$0.00

PSA #10 FORM 106, Dated July 97

AAA Office Use Only

VENDOR ID: P-PROVIDER
 DESC: PROVIDER PROGRAM MM/YYYY
 ACCOUNT #: _____
 CHECK # _____ CHECK DATE: _____
 INPUT: _____ APPROVAL: _____

ATTACHMENT VI**CERTIFICATIONS AND ASSURANCES**

Council will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans and Cooperative Agreements**
- H. Verification of Employment Status Certification**
- I. Records and Documentation**
- J. Certification Regarding Inspection of Public Records**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement,

compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOE and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged in a boycott of Israel.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Contract and the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACT, AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this Contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this Contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this Contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Contract and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire Contract term.

The Contractor shall require that the language of this certification be included in all subcontract, subgrants, and other agreements and that all subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by OMB Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation of any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 10.1 of the Master Contract, and 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council, and any attorneys' fees assessed or awarded against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Contract or services performed thereunder.
 - a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does _____ does not _____ provide for institutional memberships.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available of inspection if applicable, as stated above.

By execution of this Contract, Contractor must include these provisions (A-I) in all related subcontract agreements (if applicable).

By signing below, Contractor certifies the representations outlined in parts A through I above, are true and correct.

Signature and Title of Authorized Representative

Date

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

Contractor

227 NW 2nd Street
Deerfield Beach, FL 33441

ATTACHMENT VII**ASSURANCES—NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	DATE SUBMITTED

ATTACHMENT VIII

**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST**

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County Broward	AAA/Contractor
	Completed By	
	Date	Phone

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
---------	---------	---------	------------	---------	----------	--	--

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
---------	---------	---------	------------	---------	----------	------------	-----------

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with the Council? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is the staff representative of the population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the

Population? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

10. Are all benefits, services, and facilities available to applicants and participants in an equally effective

manner regardless of race, sex, color, age, national origin, religion, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

11. For in-patient services, are room assignments made without regard to race, color, national

origin, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
13. Are employees, applicants, and participants informed of their protection against discrimination?
If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
14. Give the number and current status of any discrimination complaints regarding services or
employment filed against the program/facility. NA NUMBER
☐ _____
-
15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?
If NA or NO, explain. NA YES NO
☐ ☐ ☐
-

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to
make any necessary modifications? If NO, explain. YES NO
☐ ☐
-
17. Is there an established grievance procedure that incorporates due process in the resolution
of complaints? If NO, explain. YES NO
☐ ☐
-
18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO
☐ ☐
-
19. Do recruitment and notification materials advise applicants, employees, and participants of
nondiscrimination on the basis of disability? If NO, explain. YES NO
☐ ☐
-
20. Are auxiliary aids available to assure the accessibility of services to hearing and sight
impaired individuals? If NO, explain. YES NO
☐ ☐
-

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES NO
☐ ☐
-

DOEA USE		
Reviewed By _____	In Compliance: YES NO*	
Program Office _____	*Notice of Corrective Action Sent ____/____/____	
Date _____	Telephone _____	Response Due ____/____/____
On-Site _____	Desk Review _____	Response Received ____/____/____

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex, and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered, or currently served by the program or facility, and list their percent by race, sex, and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOE A recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the State of Florida, Department of Elder Affairs, or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information, and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT IX

BACKGROUND SCREENING



Ron DeSantis
Governor

Richard Prudom
Secretary

BACKGROUND SCREENING

Attestation of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term "employer" means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of

Employer Name

located at _____,
Street Address City State ZIP code

I, _____ do hereby affirm under penalty of
Name of Representative

perjury that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

Signature of Representative

Date

MASTER CONTRACT

THIS MASTER CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council,” and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging** hereinafter referred to as the “Contractor”, who are collectively referred to as the “Parties.” The term Contractor for this purpose may designate a vendor, subgrantee or subrecipient, the status to be further identified in ATTACHMENT I, Exhibit-1 as necessary.

1. Purpose of Contract

The purpose of this Master Contract is to set the general terms and conditions applicable to the contracts or agreements between the Contractor and the Council for the provision of the services specified in each one of those contracts or agreements incorporating this Master Contract by reference with all its attachments and exhibits, which shall constitute in each case the entire contract document.

1.1 State of Florida, Department of Elder Affairs’ Mission Statement

To foster an environment that promotes well-being for Florida’s elders and enables them to remain in their homes and communities. The State of Florida, Department of Elder Affairs’ vision is of all Floridians aging with dignity, purpose, and independence. Area agencies, lead agencies and local service providers, as partners and stakeholders in Florida’s aging services network, are expected to support the State of Florida, Department of Elder Affairs’ mission, vision, and program priorities.

1.2 Areawide Council on Aging of Broward County, Inc.’s Mission Statement

To plan, coordinate, monitor, evaluate and fund various groups, agencies, organizations and projects relating to the elderly in Broward County, Florida; to plan, plan for, promote, provide for and provide services and activities for elderly people in Broward County, Florida; to encourage participation and involvement of volunteers, professionals, and all other persons interested in the welfare and well-being of the elderly in Broward County, Florida.

2. Incorporation of Documents within the Contract

All contracts or agreements including attachments, proposal(s), solicitation(s), service provider application(s), grant agreements, relevant to the State of Florida, Department of Elder Affairs’ handbooks, manuals or desk books executed between the Contractor and the Council shall incorporate this Master Contract by reference and be subject to the conditions set forth in this Master Contract for the duration of the contract period(s). Any and all contracts or agreements executed between the Contractor and the Council during the effective period of this Master Contract will incorporate this Master Contract by reference and shall be governed in accordance with the applicable laws, statutes, and other conditions set forth in this Master Contract.

3. Term of Contract

This Master Contract shall begin on January 1, 2020, or on the date on which the Contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, Eastern Standard Time on December 31, 2022.

4. Compliance with Federal Law

- 4.1** If any contract or agreement incorporating this Master Contract by reference contains federal funds this section shall apply:
- 4.1.1** The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) Part 75 and/or 45 CFR Part 92, 2 CFR Part 200 and other applicable regulations.
- 4.1.2** If the contract or agreement incorporating this Master Contract by reference contains federal funds and is over \$100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code U.S.C. 7401 et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to the Council.
- 4.1.3** The Contractor, or agent acting for the Contractor, may not use any federal funds received in connection with any contract or agreement incorporating this Master Contract by reference to influence legislation or appropriations pending before the Congress or any State Legislature. The Contractor must, prior to contract execution, complete the Certification Regarding Lobbying included in ATTACHMENT II, Certifications and Assurances.
- 4.1.4** In accordance with Appendix II to 2 CFR Part 200, the Contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR Part 60 and 45 CFR Part 92, if applicable.
- 4.1.5** A contract or agreement award with an amount expected to equal or exceed \$25,000.00 and certain other contract or agreement awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to any contract or agreement incorporating this Master Contract by reference. The Contractor shall complete and sign the Debarment and Suspension Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.
- 4.2** The Contractor shall not employ an unauthorized alien. The Council will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation will be cause for unilateral cancellation of this Master Contract and any contract or agreement incorporating this Master Contract by reference by the Council.
- 4.3** If the Contractor is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Contractor must notify the Council in writing within thirty (30) days of receiving the IRS notice of revocation.

- 4.4 The Contractor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.
- 4.5 Unless exempt under 2 CFR Part 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.
- 4.6 To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, Contractor agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract or agreement term. The Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment eligibility of all new employees hired by the subcontractor during any contract or agreement term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. The Contractor shall complete and sign the Verification of Employment Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

5. Compliance with State Law

- 5.1 This Master Contract and any contract or agreement incorporating this Master Contract by reference is executed and entered into with the Council, with the pass through funding from the State of Florida, Department of Elder Affairs, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.
- 5.2 The Contractor shall comply with requirements of Section 287.058, F.S. as amended.
 - 5.2.1 The Contractor shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this Master Contract and any contract or agreement incorporating this Master Contract by reference, which the Council's Contract Manager must receive and accept in writing prior to payment. Expenditures pursuant to any contract or agreement incorporating this Master Contract by reference, must be in compliance with Section 215.97, F.S. and Section 215.971, F.S. and laws, rules, and regulations, including, but not limited to, the Reference Guide for State Expenditures.
 - 5.2.2 The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
 - 5.2.3 If itemized payment for travel expenses is permitted in any contract or agreement incorporating this Master Contract by reference, the Contractor shall submit bills for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this Master Contract and any contract or agreement incorporating this Master Contract by reference. The current state rate for reimbursement of travel in a privately owned vehicle is \$0.445 per mile.
 - 5.2.4 The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in Subsection 119.011(12), F.S., made or received by the Contractor in conjunction with any contract or agreement incorporating this Master Contract by reference, except for those records which are made confidential or exempt by law. The Contractor's refusal to comply with this provision will constitute an immediate breach of contract or agreement for which the Council may unilaterally terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference.

- 5.3 If clients are to be transported under any contract or agreement incorporating this Master Contract by reference, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, F. A. C.
- 5.4 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.
- 5.5 The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 5.6 The Council may, at its option, terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference, if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List, or if the Contractor has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel. The Contractor shall complete and sign the Scrutinized Companies Lists Certification, included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.
6. **Cooperation with the Inspector General**
Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S. The Contractor further agrees that it shall include, in related subcontracts, a requirement that subcontractors performing work or providing services pursuant to any contract or agreement that incorporates this Master Contract by reference, agree to cooperate with the Inspector general in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S.
7. **Background Screening**
The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.
- 7.1 To demonstrate compliance with this provision, Contractor shall submit annually, no later than January 5th, the completed ATTACHMENT VII, Background Screening Affidavit of Compliance.
- 7.2 Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>.

Any report that implies criminal intent on the part of the Contractor or any subcontractors and referred to a governmental or investigatory agency, must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material

concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

8. Grievance and Complaint Procedures

8.1 Grievance Procedures

The Contractor shall comply with and ensure compliance with the Minimum Guideline for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

8.2 Complaint Procedures

The Contractor shall develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and the determination of the complaint.

9. Public Records and Retention

By execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference, Contractor agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

- 9.1** Keep and maintain public records required by the Council to perform the contracted services.
- 9.2** Upon request from the Council's custodian of public records, provide the Council a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- 9.3** Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Council.
- 9.4** Upon completion of the contract or agreement incorporating this Master Contract by reference, the Contractor will either transfer, at no cost to the Council, all public records in possession of the Contractor, or will keep and maintain public records required by the Council. If the Contractor transfers all public records to the Council upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council in a format that is compatible with the information technology systems of the Council.
- 9.5** The Council may unilaterally cancel any contract or agreement incorporating this Master Contract by reference, notwithstanding any other provisions of this Master Contract, for refusal by the Contractor to comply with Section 8 of this Master Contract by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction

with this Master Contract or any contract or agreement incorporating this Master Contract by reference, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MASTER CONTRACT OR ANY CONTRACT THAT INCORPORATES THIS MASTER CONTRACT BY REFERENCE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351**

(954) 745-9567

10. Audits, Inspections, Investigations

- 10.1** The Contractor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Council under this Master Contract and any contract or agreement incorporating this Master Contract by reference. Contractor shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under any contract or agreement which incorporates this Master Contract by reference. Whenever appropriate, financial information should be related to performance and unit cost data.
- 10.2** The Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to any contract or agreement which incorporates this Master Contract by reference for a period of six (6) years after completion of the contract or agreement incorporating this Master Contract by reference or longer when required by law. In the event an audit is required for any contract or agreement incorporating this Master Contract by reference, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any contract or agreement incorporating this Master Contract by reference, at no additional cost to the Council.
- 10.3** Upon demand, at no additional cost to the Council, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.
- 10.4** The Contractor shall assure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Council.
- 10.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Council and federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Contractor's contracts or agreements, related records and documents pertinent to any contract or agreement, regardless of the form in which it is kept.
- 10.6** The Contractor shall provide a financial and compliance audit to the Council as specified in ATTACHMENT I of this Master Contract and ensure that all related third-party transactions are disclosed to the auditor.

11. Nondiscrimination-Civil Rights Compliance

- 11.1** The Contractor shall execute assurances in ATTACHMENT III, Assurances-Non-Construction Programs, that it will not discriminate against any person in the provision of services or benefits under any contract or agreement incorporating this Master Contract by reference or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, sub grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex. The Contractor shall complete and sign ATTACHMENT III, Assurances-Non-Construction Programs, prior to the execution of this Master Contract.
- 11.2** During the term of this Master Contract and any contract or agreement incorporating this Master Contract by reference, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, ATTACHMENT IV.
- 11.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through any contract or agreement incorporating this Master Contract by reference. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 11.4** If any contract or agreement incorporating this Master Contract by reference, contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.
- 12. Monitoring by the Council**
The Contractor shall allow persons duly authorized by the Council to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this Master Contract and any contract or agreement which incorporates this Master Contract by reference, and to interview any clients, employees and subcontractor employees of the Contractor to assure the Council of the satisfactory performance of the terms and conditions of any contract or agreement which incorporates this Master Contract by reference. Following such review, the Council will provide a written report of its findings to the Contractor, and where appropriate, the Contractor shall develop a corrective action plan. The Contractor hereby agrees to correct all deficiencies identified in the corrective action plan in a timely manner as determined by the Council.
- 13. Provision of Services**
The Contractor shall provide services in the manner to be described in subsequent contracts or agreements incorporating this Master Contract by reference.

14. Coordinated Monitoring with Other Agencies

If the Contractor receives funding from one or more State of Florida's human service agencies, in addition to the State of Florida, Department of Elder Affairs through the Council, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of any contract or agreement incorporating this Master Contract by reference, and pursuant to Section 287.0575, F.S. as amended, State of Florida's human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Veterans Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Contractor will comply and cooperate with all monitors, inspectors, or investigators.

15. New Contract(s) Reporting

The Contractor shall notify the Council within ten (10) days of entering into a new contract or agreement with any of the five (5) state human service agencies. The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) contract or agreement start and end dates; (4) contract or agreement amount; (5) contract or agreement description and commodity or service; and (6) Contract Manager name and number. In complying with this provision, and pursuant to Section 287.0575, F.S. as amended, the Contractor shall complete and provide the information in ATTACHMENT VI, Provider's State Contracts List.

16. Indemnification

The Contractor shall indemnify, save, defend, and hold harmless the Council and its agents and employees and the State of Florida and its agents and employees and the State of Florida, Department of Elder Affairs and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference or performance of the services provided for herein. It is understood and agreed that the Contractor is not required to indemnify the Council for claims, demands, actions or causes of action arising solely out of the Council's negligence. Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 14 is not applicable to contracts or agreements executed between the Contractor, the Council and state agencies or subdivisions defined in Section 768.28(2), F.S.

17. Insurance and Bonding

- 17.1** The Contractor shall provide continuous adequate liability insurance coverage during the existence of any contract or agreement incorporating this Master Contract by reference and any renewal(s) and extension(s) of it. By execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference, unless it is a state agency or subdivision as defined by Subsection 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under any contract or agreement incorporating this Master Contract by reference. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under any contract or agreement incorporating this Master Contract by reference. The Contractor shall ensure that the Council has the most current written verification of insurance coverage throughout the term of any contract or agreement incorporating this Master Contract by reference. Such coverage may be provided by a self-insurance program established and operating under the laws of the State

of Florida. The Council reserves the right to require additional insurance as specified in any contract or agreement incorporating this Master Contract by reference.

- 17.2** Throughout the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Contractor authorized to handle funds received or disbursed under all contracts or agreements incorporating this Master Contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

18. Health Insurance Portability and Accountability Act

The Contractor shall not use or disclose any information concerning a recipient of services under any contract or agreement incorporating this Master Contract by reference, for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law. Where applicable, the Contractor shall comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.), as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

The Council, as a covered entity, and the Contractor, as a business associate, shall comply with the provisions of 45 CFR Part 164 by entering into a Business Associate Agreement, ATTACHMENT IX, to ensure that the business associate will appropriately safeguard Protected Health Information (PHI).

19. Incident Reporting

- 19.1** The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates this Master Contract by reference. Such notice shall be made orally to the Council's Contract Manager (by telephone) with an email to immediately follow.
- 19.2** The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Contractor and its employees.

20. Bankruptcy Notification

During the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall immediately notify the Council if the Contractor, its assignees, Subcontractors or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Council: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and, (4) the name address, and telephone number of the bankruptcy attorney.

21. Sponsorship and Publicity

- 21.1** As required by Section 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through

any contract or agreement incorporating this Master Contract by reference, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name), Areawide Council on Aging of Broward County, Inc., and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Areawide Council on Aging of Broward County, Inc. and State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization.

- 21.2** The Contractor shall not use the words "Areawide Council on Aging of Broward County, Inc. and the State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Council prior to use.

22. Assignments

- 22.1** The Contractor shall not assign the rights and responsibilities under any contract or agreement incorporating this Master Contract by reference without the prior written approval of the Council, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Council will constitute a material breach of the contract or agreement.
- 22.2** The Council is at all times entitled to assign or transfer, in whole or part, its rights, duties, or obligations under any contract or agreement to another contractor in Broward County, upon giving prior written notice to the Contractor. In the event the Council approves transfer of the Council's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the contract or agreement. Notwithstanding the foregoing, should the Council assign the duties, rights, or obligations hereunder to a provider, individual, or entity who has been excluded, debarred, suspended, or otherwise deemed ineligible to participate in a Federal Health Care Program, including but not limited to Medicare or Medicaid, Contractor shall be entitled to immediately terminate this Agreement with no further obligations and with no liability, cost, penalty, or imposition of any damages.
- 22.3** This Master Contract and any contract or agreement incorporating this Master Contract by reference shall remain binding upon the successors in interest of either the Contractor or the Council.

23. Subcontracts

The Contractor is responsible for all work performed and for all commodities produced pursuant to any contract or agreement incorporating this Master Contract by reference, whether actually furnished by the Contractor or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Council deems necessary. The Contractor further agrees that the Council will not be liable to the subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Council against any such claims as permitted by law.

- 23.1** The Contractor shall promptly pay any subcontractor upon receipt of payment from the Council. Failure to make payments to any subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in any contract or agreement incorporating this Master Contract by reference between the Contractor and subcontractor, will result in a penalty as provided by statute.

24. Funding Obligations

- 24.1** The Council acknowledges its obligation to pay the Contractor for the performance of the Contractor's duties and responsibilities set forth in any contract or agreement incorporating this Master Contract by reference.
- 24.2** The Council shall not be liable to the Contractor for costs incurred or performance rendered unless such costs and performances are in accordance with the terms and conditions of any contract or agreement executed between the Parties, which incorporates this Master Contract by reference, including but not limited to terms, governing the Contractor's promised performance and unit rates and/or reimbursement capitations specified.
- 24.3** The Council shall not be liable to the Contractor for any expenditures which are not allowable costs as defined in 45 CFR, Parts 74 and 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules.
- 24.4** The Council shall not be liable to the Contractor for expenditures made in violation of regulations promulgated under the Older Americans Act, as amended, or in violation of applicable state and federal laws, rules, or provisions of any contract or agreement incorporating this Master Contract by reference.

25. Independent Capacity of Contractor

It is the intent and understanding of the Parties that the Contractor, or any of its subcontractors, are independent contractors and are not employees of the Council or the State of Florida, Department of Elder Affairs and shall not hold themselves out as employees or agents of the Council or the State of Florida, Department of Elder Affairs without specific authorization from the Council. It is the further intent and understanding of the Parties that the Council does not control the employment practices of the Contractor and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Contractor. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Contractor will be the sole responsibility of the Contractor.

26. Payment

- 26.1** Payments shall be made to the Contractor pursuant to Section 215.422, F.S., as services are rendered and invoiced by the Contractor. The Council's Finance Director will have final approval of the invoice for payment, and will approve the invoice for payment only if the Contractor has met all terms and conditions of any contract or agreement incorporating this Master Contract by reference, unless the bid specifications, purchase order, or the contract or agreement specify otherwise. The approved invoice will be submitted to the Council's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of Section 215.422, F.S.
- 26.2** The Contractor agrees to submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The Contractor shall comply with the particular requirements under the following laws and guidelines that are applicable to the contracts or agreements incorporating this Master Contract by reference: (a) paragraph (16) (b) of Section 216.181, F.S., regarding advances; (b) paragraph 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and, (c) the Invoice Requirements of the Reference Guide for State

Expenditures from the Department of Financial Services at: (https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf). The Contractor certifies that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables contracts or agreements incorporating this Master Contract by reference, including paid subcontractor invoices, and will be produced upon request by the Council. The Contractor further certifies that reimbursement requested is only for allowable expenses as defined in the laws and guiding circulars cited in Sections four (4) and five (5) of this Master Contract, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the Contractor's approved service provider application as developed in accordance with and pursuant to Section 306(a) of the Older Americans Act of 1965, as amended.

- 26.3** The Contractor shall provide units of deliverables, including reports, findings, and drafts as specified in the contracts or agreements and attachments which incorporate this Master Contract by reference, and the service provider application developed by the Contractor (pursuant to Section 306(a) of the Older Americans Act), to be received and accepted by the Contract Manager prior to payment.
- 27. Return of Funds**
The Contractor shall return to the Council any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of any contract or agreement incorporating this Master Contract by reference that were disbursed to the Contractor by the Council. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the Council. In the event that the Council first discovers an overpayment has been made, the Finance Director, on behalf of the Council, will notify the Contractor in writing of such findings. Should repayment not be made forthwith, the Contractor shall be charged at the lawful rate of interest on the outstanding balance pursuant to Section 55.03, F.S., after Council notification or Contractor discovery.
- 28. Data Integrity and Safeguarding Information**
The Contractor shall insure an appropriate level of data security for the information the Contractor is collecting or using in the performance of any contract or agreement incorporating this Master Contract by reference. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Contractor shall maintain written procedures for computer system backup and recovery. The Contractor shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.
- 29. Computer Use and Social Media Policy**
The State of Florida, Department of Elder Affairs has implemented a Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, other-personal-services and volunteers, including all personnel affiliated with third

parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the State of Florida, Department of Elder Affairs' computer resource systems must comply with the State of Florida, Department of Elder Affairs' Social Media Policy, ATTACHMENT V, regarding social media. Social Media includes, but is not limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube.

30. Conflict of Interest

The Contractor shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Contractor or subcontractor shall participate in selection, or in the award of a contract or agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Contractor's Board of Directors and management must disclose to the Council any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of any contract or agreement incorporating this Master Contract by reference. The Contractor's employees must make the same disclosures described above to the Contractor's Board of Directors. Compliance with this provision will be monitored.

31. Public Entity Crime

Pursuant to Section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract or agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

32. Purchasing

- 32.1** The Contractor may purchase articles which are the subject of or are required to carry out any contract or agreement from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in Subsections 946.515(2) and (4), F.S. For purposes of this Master Contract, the Contractor will be deemed to be substituted for the Council insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

- 32.2** The Contractor may procure any recycled products or materials, which are the subject of or are required to carry any contract or agreement incorporating this Master Contract by reference, in accordance with the provisions of Section 403.7065, F.S.
- 32.3** The Contractor may purchase articles that are the subject of, or required to carry out, any contract or agreement from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S. For purposes of any contract or agreement incorporating this Master Contract by reference, the Contractor shall be deemed to be substituted for the Council insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>. This clause is not applicable to subcontractors unless otherwise required by law.
- 33. Patents, Copyrights, Royalties**
If any contract or agreement incorporating this Master Contract by reference is awarded state funding and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased in the course of or as a result of work or services performed under any contract or agreement incorporating this Master Contract by reference, the Contractor shall refer the discovery, invention or material to the Council to be referred to the State of Florida, Department of Elder Affairs and/or the Department of State. Any and all patent rights or copyrights accruing under any contract or agreement incorporating this Master Contract by reference are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571 (5) (k), the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in any contract or agreement incorporating this Master Contract by reference.
- 33.1** If the primary purpose of any contract or agreement incorporating this Master Contract by reference is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to Paragraph 33.
- 33.2** If any contract or agreement incorporating this Master Contract by reference is awarded solely federal funding, the terms and conditions are governed by 2 CFR §200.315 or 45 CFR §75.322, as applicable.
- 33.3** Notwithstanding the foregoing provisions, if the Contractor or one of its subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the State of Florida, Department of Elder Affairs shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, subcontractors or assignees of any resulting patented, copyrighted or trademarked work products.
- 34. Emergency Preparedness and Continuity of Operations**
- 34.1** If the tasks to be performed pursuant to any contract or agreement incorporating this Master Contract by reference include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Contractor shall, within thirty (30) calendar days of the execution of any contract or agreement, submit to the Council verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Council of emergency provisions.

- 34.2** In the event a situation results in a cession of services by a subcontractor, the Contractor shall retain responsibility for performance under any contract or agreement incorporating this Master Contract by reference and must follow procedures to ensure continuity of operations without interruption.

35. Equipment

- 35.1** Equipment means: (a) an article of nonexpendable, tangible personal property, including information technology systems, having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds - 2 CFR §200.33 and 45 CFR §75.2, as applicable], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of \$1,000.00 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].
- 35.2** Contractors and subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of equipment, any loss damage, or theft must be investigated [45 CFR §75.320(d)(3)]; (d) maintenance procedures to keep the equipment in good condition; and (e) if the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return. The property records must be maintained on file and shall be provided to the Council upon request. The Contractor shall promptly investigate, fully document and fully document and notify the Council's Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the Council's Contract Manager.
- 35.3** The Contractor's property management standards for equipment (including replacement equipment), whether acquired in whole or in part with federal funds and federally-owned equipment shall, as a minimum, meet the following requirements and to include accurately maintained equipment records with the following information:
- (1) Property records must be maintained that include a description of the equipment;
 - (2) Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
 - (3) Source of funding for the equipment, including the federal award identification number;
 - (4) Whether title vests in the Contractor or the federal government;
 - (5) Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;
 - (6) Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
 - (7) Location, use and condition of the equipment and the date the information was reported;
 - (8) Unit acquisition cost; and
 - (9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.

- 35.4** Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$1,000.00 is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Contractor [for federal funds see 2 CFR §200.313(a) and 45 CFR §75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this Master Contract or any contract or agreement incorporating this Master Contract by reference, or identified in the sub agreements with subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F. S. and 60A-1.017, F. A. C. and 2 CFR Part 200 and/or 45 CFR Part 75.
- 35.5** The Contractor shall not dispose of any equipment or materials provided by the Council or the State of Florida, Department of Elder Affairs, or purchased with funds provided through any contract or agreement incorporating this Master Contract by reference without first obtaining the approval of the Council. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Council. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).
- 35.6** The Council will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR §200.313 or 45 CFR §75.320, as applicable.
- 35.7** Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through contracts or agreements covered under any contract or agreement incorporating this Master Contract by reference without the prior approval of the Council. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b United States Code. Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of Section 216.348, F. S.
- 35.8** Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 35.9** Contractor must adhere to the State of Florida, Department of Elder Affairs' procedures and standards when purchasing Information Technology Resources (ITR) as part of any contract or agreement incorporating this Master Contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. Contractor shall secure written approval through the Council's Contract Manager prior to the purchase of any ITR. Contractor shall not be reimbursed for any purchase made prior to the written approval. The completed ITR worksheet shall be maintained in the Contractor's LAN administrator's file and must be provided to the Council upon request. The Contractor has the responsibility to require any subcontractors to comply with the State of Florida, Department of Elder Affairs' ITR procedures.

36. PUR 1000 Form

The PUR 1000 Form is hereby incorporated by reference and available at: http://www.myflorida.com/apps/vbs/adoc/F7740_PUR1000.pdf.

In the event of any conflict between the PUR 1000 Form and any terms or conditions of any contract or agreement the terms or conditions of any contract or agreement shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

37. Use of State Funds to Purchase or Improve Real Property

Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

38. Dispute Resolution

Any dispute concerning performance of any contract or agreement incorporating this Master Contract by reference that cannot be resolved by agreement of both Parties shall be decided by the Council's Executive Director, who shall reduce the decision to writing and serve a copy on the Contractor, provided, however, that a party is not precluded from filing any action in a state court of competent jurisdiction if the decision of the Council's Executive Director is unsatisfactory to such party.

39. Financial Consequences of Non-Performance

If the Contractor fails to meet the minimum level of service or performance identified in any contract or agreement incorporating this Master Contract by reference, or that is customary for the industry, then the Council must apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to contract or agreement suspension, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, and/or cancellation of any contract or agreement and reacquiring services from an alternate source.

39.1 The Contractor will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the Council and/or the State of Florida, Department of Elder Affairs.

40. No Waiver of Sovereign Immunity

Nothing contained in any contract or agreement incorporating this Master Contract by reference is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

41. Venue

If any dispute arises out of any contract or agreement incorporating this Master Contract by reference, the venue of such legal recourse will be Broward County, Florida.

42. Entire Contract

This Master Contract and any contract or agreement incorporating this Master Contract by reference, contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon the Council or the Contractor unless expressly

contained herein or by a written subsequent contract, agreement and/or amendment to this Master Contract signed by both Parties.

43. Force Majeure

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

44. Severability Clause

The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable the other provisions are severable to that void provision and shall remain in full force and effect.

45. Condition Precedent to Contract Appropriations

The Parties agree that the Council's performance and obligation to pay under any contract or agreement incorporating this Master Contract by reference is contingent upon an annual appropriation by the State Legislature. In the event such an appropriation is not made, the Contractor will not be entitled to file a claims bill.

46. Addition/Deletion

The Parties agree that the Council reserves the right to add or to delete any of the services required under any contract or agreement incorporating this Master Contract by reference when deemed to be in Broward County's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

47. Waiver

The delay or failure by the Council to exercise or enforce any of its rights under any contract or agreement incorporating this Master Contract by reference will not constitute or be deemed a waiver of the Council's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

48. Compliance

The Contractor shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current State statutes, laws, rules and regulations. The Parties agree that failure of the Contractor to abide by these laws shall be deemed an event of default of the Contractor, and subject any contract or agreement incorporating this Master Contract by reference, to immediate, unilateral cancellation of the contract or agreement at the discretion of the Council.

49. Final Invoice

The Contractor shall submit the final invoice for payment to the Council as specified in any contract or agreement incorporating this Master Contract by reference. If the Contractor fails to submit final request for payment as specified in any contract or agreement, then all rights to payment may be forfeited and the Council may not honor any requests submitted. Any payment due under the terms of any contract or agreement incorporating this Master Contract by reference may be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by the Council.

50. Renegotiations or Modifications

Modifications of the provisions of any contract, agreement, and this Master Contract shall be valid only when they have been reduced to writing and duly signed by both Parties. The rate of payment and the total dollar amount may be adjusted retroactively for any contract or agreement incorporating this Master Contract by reference to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Council's operating budget.

51. Suspension of Work

The Council may in its sole discretion suspend any or all activities under this Master Contract and any contract or agreement incorporating this Master Contract by reference, at any time, when in the best interests of the Council to do so. The Council shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Council shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

52. Termination**52.1 Termination for Convenience**

Either party, by written notice to the other party, may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference in whole or in part when the party determines in its sole discretion that it is in the party's interest to do so and reasonable notice, no less than thirty (30) calendar days is provided, unless a sooner time is mutually agreed upon in writing. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. Neither party shall be entitled to recover any cancellation charges or lost profits.

52.2 Termination for Cause

The Council may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference if the Contractor fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of this Master Contract and any contract or agreement incorporating this Master Contract by reference, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated.

Further, this Agreement may be terminated by Contractor for cause. For purposes of this Agreement, "cause" shall mean any material breach of this Master Contract, and failure to cure such breach within thirty (30) days following written notice of such breach.

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform any contract or agreement incorporating this Master Contract by reference arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the

subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtained from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Council. The rights and remedies of the Parties in this clause are in addition to any other rights and remedies provided by law or under this Master Contract.

- 52.3** All electronically stored records shall be provided to the Council in a format that is compatible with the Council's and the State of Florida, Department of Elder Affairs' information technology systems.

53. Electronic Records and Signature

The Council authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Master Contract and any contract or agreement which incorporates this Master Contract by reference. A Contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the *Uniform Electronic Transaction Act*, Section 668.50, F.S. All electronic records must be fully auditable; are subject to *Florida's Public Records Law*, chapter. 119, F.S.; must comply with Section 28, *Data Integrity and Safeguarding Information*; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by any contract or agreement incorporating this Master Contract by reference.

- 53.1** The Council's authorization pursuant to this section does not authorize electronic transactions between the Contractor and the Council. The Contractor is authorized to conduct electronic transactions with the Council only upon further written consent by the Council.

- 53.2** Upon request by the Council, the Contractor shall provide the Council with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Council of any document that was originally in electronic form with an electronic signature must indicate the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

54. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

55. Enforcement

The Council may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as a Contractor, if the Council finds that:

- (1) An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating this Master

- Contract by reference, or substantially and negatively affected the operation of services covered under any contract or agreement;
- (2) The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
 - (3) The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;
 - (4) The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
 - (5) The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this Master Contract and any contract or agreement incorporating this Master Contract by reference;
 - (6) The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; and/or
 - (7) The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.
- 55.1** In the alternative, the Council may, at its sole discretion, take immediate measures against the Contractor, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Contractor on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S.
- 55.2** In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating this Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.
- 55.3 Use of Service Dollars/Wait List Management**
The Contractor is expected to spend all federal, state, and other funds provided by the Council, for the purpose specified in each contract or agreement incorporating this Master Contract by reference. The Contractor must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period, for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to another Contractor during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.
- 55.4** The Contractor agrees to distribute funds as detailed in the service provider application and the Budget Summary, included in each contract or agreement incorporating this Master Contract by reference. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contract amendment.
- 55.5 Surplus/Deficit Report**
The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council's Contract Manager by the 5th of each month. This report is for all contracts or agreements incorporating this Master Contract by reference between the Contractor and the Council. The report will include the following:
- (1) A list of all services and their current status regarding surplus or deficit;

- (2) The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;
- (3) Recommendations to transfer funds to resolve surplus/deficit spending;
- (4) Input from the Contractor's Board of Directors on resolution of spending issues, if applicable;
- (5) Number of clients currently on Assessed Prioritized Consumer List (APCL), that receive a priority ranking score of 4 or 5; and
- (6) Number of clients currently on the APCL designated as Imminent Risk.

56. Official Payee and Representatives (Names, Address, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Master Contract, and mailing address of the official payee to whom the payment will be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under Master Contract is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Contract Manager for the Council for this Master Contract is:	Marie Laurent Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this Master Contract.		

57. Selection of A Project Director

- 57.1** In the event the representative of the Contractor, responsible for administration of the Program (Project Director), resigns, is terminated, or for other reasons, no longer is responsible for the Contract, the Contractor will submit, at a minimum, the names and credentials of three finalists being considered for the Project Director's vacancy. The Council will review and either approve or disapprove the candidates' credentials within ten (10) working days of such notification. Final

selection of the Project Director will be made by the administering agency of the Contractor from the approved listing.

57.2 The qualifications of the person, selected to be a new Project Director, must receive approval by the Council prior to appointment. The following steps constitute the required process:

- (1) The Contractor will notify the Council of its recruitment methods. This notification must permit reasonable opportunity for the Council to comment and offer technical assistance on the recruitment plan. The plan must contain:
 - a. appropriate and reasonable effort to recruit applicants on a non-discriminatory basis.
 - b. information on where, when, how, and how long the vacancy will be advertised.
 - c. the methodology for accepting applications.
 - d. the methodology for screening applications/applicants.
 - e. the criteria which will be applied to determine three-to-five persons qualified for the position.
 - f. the education, training, and or experience deemed essential for the position as determined by the Contractor.
- (2) The Contractor will provide the Council with the application or resume' of persons deemed best qualified.
- (3) Council will, within ten (10) working days, review the application/resume of the candidates and offer comments on their qualifications.
- (4) After review and comment by Council, the Contractor is authorized to hire any of the individuals which have been deemed by the Council to meet the qualifications for the Project Director's position.

57.3 If Council determines that none of the proposed candidates meet the qualifications for Project Director, the Contractor must repeat the recruitment cycle.

57.4 The Contractor will repeat the recruitment cycle if the qualifications are judged by the Council to be insufficient.

57.5 At any time there is a vacancy for a Project Director, the Contractor must immediately appoint an "Acting" Project Director, and notify the Council upon appointment. No person may serve as an "Acting" Director for more than 120 calendar days without prior written approval of the Council.

58. All Terms and Conditions Included

This Master Contract and its attachments, I - VIII and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Master Contract will supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Master Contract, the Parties agree that they have read and agreed to the entire contract.

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IN WITNESS THEREOF, the Parties hereto have caused this 54- page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

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

Areawide Council on Aging of
Broward County, Inc.

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE



SIGNED BY



SIGNED BY

BILL GANZ

NAME

PAULINE GRANT

NAME

MAYOR

TITLE

PRESIDENT

TITLE

12/3/19

DATE

12/18/19

DATE

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

ATTACHMENT I**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council and the State of Florida, Department of Elder Affairs, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Council and/or the State of Florida, Department of Elder Affairs staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Master Contract, and any contract or agreement incorporating this Master Contract by reference, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Council to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council, the State of Florida Chief Financial Officer (CFO) or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Funding Summary indicates federal resources awarded through the Council. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of thirty (30) days after receipt of the audit report or nine (9) months after the end of the Contractor's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Funding Summary indicates state financial assistance awarded through the Council. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I- 5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than nine (9) months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of any contract incorporating this Master Contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR §200.512 by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Additionally, copies of financial reporting packages required by this Master Contract's Financial Compliance Audit Attachment, Part II shall be submitted by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351

The Auditor General's Office at the following address:

State of Florida Auditor General Claude Pepper Building, Room 574
111 West Madison Street, Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this Master Contract and any contract incorporating this Master Contract by reference shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Master Contract and any contract incorporating this Master Contract by reference for a period of six (6) years from the date the audit report is issued, and shall allow the Council and/or the State of Florida, Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO) or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Council and/or the State of Florida, Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO), or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

END OF ATTACHMENT

ATTACHMENT I EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:

☐ Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.

☒ Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

☐ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub-recipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes* 2 CFR §200.201 – Administrative Requirements**

2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

Sections 215.97 & 215.971, F.S.

Chapter 69I-5, F.A.C.

State Projects Compliance Supplement Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

END OF EXHIBIT

ATTACHMENT II**CERTIFICATIONS AND ASSURANCES**

Council will not award this Master Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of any contract or agreement incorporating this Master Contract by reference, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, Section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements**
- H. Verification of Employment Status Certification**
- I. Records and Documentation**
- J. Certification Regarding Inspection of Public Records**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Master Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Master Contract and any contract incorporating this Master Contract by reference was made or entered into. Submission of this certification is a prerequisite for making or entering into this Master Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially

assisted program or activity. Contractor understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in Section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not participating in a boycott of Israel.

If any contract or agreement incorporating this Master Contract by reference is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Master Contract and any contract or agreement incorporating this Master Contract by reference and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify any of the statements in this certification, Contractor shall attach an explanation to this Master Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR GREETMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any subcontractors of services under this Master Contract or any contracts or agreements incorporating this Master Contract by reference have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of

outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the Contractor, subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

3. If any contract or agreement incorporating this Master Contract by reference includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

5. The Contractor and any subcontractors of services under any contract or agreement incorporating this Master Contract by reference warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Master Contract or any contract or agreement incorporating this Master Contract by reference, and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to any contract or agreement incorporating this Master Contract by reference utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire contract term.

The Contractor shall require that the language of this certification be included in all sub-agreements, subgrants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract and any contract or agreement incorporating this Master Contract by reference imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or any party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 8.1 and 8.2 of this Master Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council and any attorneys' fees assessed or awarded

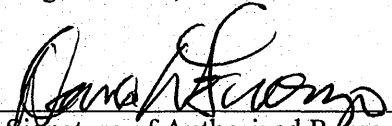
against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Master Contract or any contract or agreement incorporating this Master Contract by reference, or services performed thereunder. a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.

2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (State of Florida, Department of Elder Affairs) are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization **does** ☐ **does not** ☒ provide for institutional memberships, as referenced in Section J.2. of this Attachment.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available for inspection as stated above.

By execution of this agreement, Contractor must include these provisions (A-J) by reference in all related subcontract agreements (if applicable) and Contractor certifies the representations outlined in parts A through J above, are true and correct.



Signature of Authorized Representative

12/3/19
Date

Director of Active Aging
Title

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

227 NW 2nd Street, Deerfield Beach, FL 33441
Address

ATTACHMENT III**ASSURANCES—NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), regarding labor standards for federally assisted construction sub agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

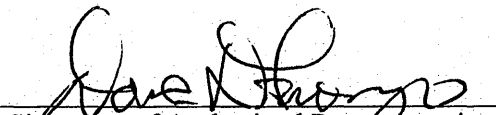
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.


Signature of Authorized Representative

12/3/19
Date

Director of Active Aging
Title

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

227 NW 2nd Street, Deerfield Beach, FL 33441
Address

ATTACHMENT IV

**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST**

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County: Broward	PSA10
227 NW 2nd Street	Completed By:	
Deerfield Beach, FL 33441	Date	Phone: 954-480-4449

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
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3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with Council? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is staff representative of the population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
13. Are employees, applicants and participants informed of their protection against discrimination?
If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. NA NUMBER
☐ _____
-
15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If NA or NO, explain. NA YES NO
☐ ☐ ☐
-

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain. YES NO
☐ ☐
-
17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain. YES NO
☐ ☐
-
18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO
☐ ☐
-
19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain. YES NO
☐ ☐
-
20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain. YES NO
☐ ☐
-

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES NO
☐ ☐
-

DOEA USE ONLY			
Reviewed By _____		In Compliance: YES NO*	
Program Office _____		*Notice of Corrective Action Sent ____/____/____	
Date _____	Telephone _____	Response Due ____/____/____	
On-Site Desk Review		Response Received ____/____/____	

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOEA recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the Florida State of Florida, Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504. 45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504. 45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

Social Media Policy

1.0 Purpose

The purpose of this policy is to establish guidelines for the use of social media. This policy must be followed in conjunction with the Department's Computer Use Policy #420.10, Chapter 60L-36, Conduct of Employees, Florida Administrative Code, and any other personnel policies regarding employee conduct.

2.0 Scope

This policy applies to employees, contracted employees, consultants, OPS, and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the Department's computer resource systems must comply with this policy. This policy applies to use of personal social media accounts accessed from both personal and DOEA owned or leased computers and other wireless communication devices such as cell phones and personal digital assistants.

3.0 Policy

Social media is a term commonly used to describe websites and online tools which allow users to interact with each other by sharing information, opinions, knowledge and interests. Social media includes, but are not limited to, blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, SMS (texting), social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube.

The Department recognizes that social media are powerful communications tools that can be used to enhance services, promote collaboration, provide information and for personal enrichment. The Department respects the rights of employees to use these tools as a medium of self-expression. The Department also recognizes that permitting the use of such tools is not without risk, and has developed the following guidelines that employees must observe when using social media.

Please be aware that the Department's official electronic business is primarily conducted via the Department's email system therefore; if employees, contracted employees, consultants, OPS, and volunteers use social media to conduct official Department business then they must provide notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's or entity's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

4.0 Guidelines for Employees

4.1 Respect Department time and property: Use of Department computers and other wireless communication devices are designed and intended to assist the employee in the accomplishment of the employee's job assignments. Social networking must not interfere with the employee's timely performance of work obligations. Reasonable use of social media for personal use is permitted during breaks and lunch. Excessive use of social media during work hours is prohibited and may be grounds for disciplinary action as provided in Chapter 60L-36, Florida Administrative Code.

4.2 Confidential Information: Employees are prohibited from posting any confidential, proprietary, copyrighted, protected health information (PHI) or otherwise legally protected information or materials on their social networking accounts.

4.3 Respectful Communications: State Employees must remember to conduct themselves, on and off the job, in a manner that will not bring discredit or embarrassment to the state, its employees or agents. This includes online activity. See Rule 60L-36.005, Florida Administrative Code. Be respectful when using social media especially in communications and blogs related to or referencing the Department, an affiliate, or partner. Information exchanged on social networking sites can be accessed by vendors, suppliers, and business partners and can be kept on-line, in theory, forever.

- a. Employees are prohibited from using social networking accounts to harass, bully, threaten, libel, malign, defame, disparage, or discriminate against co-workers, managers, vendors, or anyone else. Behaviors that constitute harassment and bullying include, but are not limited to, comments that are derogatory with respect to race, religion, gender, sexual orientation, color, age, or disability; sexually explicit or suggestive, humiliating, or demeaning comments; threats to stalk, haze, or physically injure another employee.
- b. Supervisors, managers and administrators are cautioned to remember that if they “friend” subordinates, or subordinates of other supervisors, managers, and administrators they need to maintain the same appropriate professional relationship online as in the office.
- c. Employees are prohibited from writing about, posting pictures of, or otherwise referring to any other employees without their permission.
- d. Employees should refrain from using profane and vulgar language and avoid discussions of conduct that is prohibited by Department policies, such as alcohol or drug use on state property or during work hours.

4.4 Use Personal Email Addresses Only On Social Networking Sites: Department email addresses should be used only for work-related communications. The “elderaffairs.org” address attached to your name implies that you are acting on the Department’s behalf and all actions are public and subject to public records laws.

4.5 Remember You Are Responsible For What You Post: You are responsible for any of your online activity conducted either on your own computer or with a Department email address, and/or which can be traced back to the Department’s domain, and/or which uses Department assets, networks, and resources.

4.6 Disclaimers on Personal Sites: If you identify yourself as an employee of the Department, please remember to identify your views and opinions as your own. You must note that the views expressed are your own and do not necessarily reflect the views of the Department.

4.7 Monitoring: In conjunction with the Department’s Computer Use Policy, the Department reserves the right, at its discretion, to review any employee’s electronic files and messages and usage to the extent necessary to ensure that electronic media and services are being used in compliance with the law and with this and other Department policies.

- a. Employees must understand that anything they post online from any computer is public and employees should not assume that they have a right to privacy with regards to

electronic communications that are sent, received, created, accessed, obtained, viewed, or stored on the Department's systems.

- b. As a matter of policy, however, the Department will not systematically monitor an employee's use of social media unless it is necessary for non-investigatory, work-related purposes, or for investigations of allegations of work-related misconduct.

5.0 Modifications: The Department reserves the right to modify, discontinue or replace the policy or any terms of the policy. The Department will endeavor to give notice of all changes to its Social Media Policy.

6.0 Enforcement: Any employee found to have violated this policy may be subject to disciplinary action, up to and including dismissal, as provided by Rule 60L-36.005, Florida Administrative Code.

7.0 Guidelines for Affiliates Hosting Social Network Sites: This policy applies to any organization or entity affiliated with the Department of Elder Affairs that chooses to maintain a social networking service using the Department's computer resource systems. Please remember that the Department's official electronic business is primarily conducted via the Department's email system and not through social media.

7.1 Development and Maintenance: Organizations or entities affiliated with the Department must use good judgment and professionalism when creating and maintaining a social networking page. Be cognizant that what is posted by the organization reflects on the Department.

7.2 Post Accurate Information: The organization or entity must post accurate information and promptly correct any misinformation posted.

7.3 Removal of Inappropriate Content: The organization must be responsible for screening and removing content that is offensive, rude, discriminatory, vulgar, libelous, or in any other respect violates this Department policy or its contracts.

7.4 Public Records: All content on the organization's or entity's page, including information about the organization's friends list, is subject to disclosure under Florida's Public Record Act. Therefore, the organization or entity must post a notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

7.5 Retention of Records: The organization or entity is required to have the capacity to electronically archive or store all communications sent or received on social networking sites that involve Department business. Entities must follow the public records retention schedule as set forth in the State of Florida General Records Schedule for State and Local Government Agencies. The Department's Information Technology department is available to assist if needed.

7.6 Communications: Any communications on any social networking site regarding Department business is subject to Florida's Government in the Sunshine Law. For example, members of a council, board or commission may not engage on any social networking site in a discussion of matters that foreseeably will come before the council, board or committee for official action.

January 1, 2020 – December 31, 2022

Contract JM020-06-2022

ATTACHMENT VI

Provider's State Contracts List

REPORT PERIOD: From _____
To _____

PROVIDER INFORMATION:

Name: _____

Phone #: _____

Address: _____

Email: _____

FEID: _____

Contact: _____

	Contract #	Contract/Program Name	State Agency/Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
18									\$ -
19									\$ -
20									\$ -
Total									

SIGNATURE: _____

DATE: _____

TITLE: _____

ATTACHMENT VII



BACKGROUND SCREENING

Affidavit of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elders Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____
Street Address *City* *State* *ZIP code*

I, _____ do hereby affirm under penalty of perjury
Name of Representative

that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

 Signature of Representative Date

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
 _____ (Name of Representative) who is personally known
 to me or produced _____ as proof of identification.

 Print, Type, or Stamp Commissioned Name of Notary Public

 Notary Public

ATTACHMENT VIII**CONTRACTOR INFORMATION**

CONTRACT # _____ **CONTRACT PERIOD:** _____

I. PLANNING & SERVICE AREA: **10**

II. COUNTIES TO BE SERVED: **BROWARD**

III. GENERAL ADMINISTRATIVE INFORMATION

a. Contractor:			
Contractor Address:			
Telephone:			
Fax:			
Website:			
b. Executive Director or Chief Administrator:			
Telephone:			
Email Address:			
c. President or Head of Governing Body:			
Address:			
Telephone:			
Fax:			
Email Address:			
d. Program Contacts:			
Name:			
Title:			
Telephone:			
Email Address:			
Name:			
Title:			
Telephone:			
Email Address:			
e. Fiscal Contacts:			
Name:			
Title:			
Telephone:			
Email Address:			
Name:			
Title:			
Telephone:			
Email Address:			
f. Person(s) authorized to sign reports and/or contracts:			
g. Agency's FEID Number:		Agency's DUNS #	
h. AUDIT DUE DATE: Audit(s) are due by the end of the Ninth month following the end of the agency's fiscal year.			
Contractor Fiscal Year:		thru	

ATTACHMENT VIII

Business Associate Agreement

This Agreement, made as by and between **Areawide Council on Aging of Broward County** (“Covered Entity”), a Florida corporation, and City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging (“Business Associate”).

WHEREAS, the Areawide Council on Aging of Broward County is a Covered Entity as defined in the Privacy Rule adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy Rules).

WHEREAS, the Business Associate has been retained by the Covered Entity to perform a function, activity, or service on behalf of Covered Entity that requires the Business Associate have access to Protected Health Information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the Privacy Rule, the Security Rule Health Information Technology for Economic and Clinical Health Act (HITECH), the Final Rules and any rules or guidance issued by the Secretary from time to time with respect to such security, privacy, use and disclosure requirements.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

Section 1. Definitions.

- (a) Breach shall mean the acquisition, access, use or disclosure of protected health information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the protected health information. For purposes of this definition, “compromises the security or privacy of the protected health information” means poses a significant risk of financial, reputational, or other harm to the individual.
- (a) HITECH shall mean Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), called the Health Information Technology for Economic and Clinical Health (HITECH) Act, codifies and expands on many of the requirements promulgated by the Department of Health & Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to protect the privacy and security of protected health information (PHI).
- (b) Individual means the person who is the subject of protected health information 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (c) Privacy Officer shall mean Ramona Woods, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10213; email: woods@adrcbroward.org.

- (d) Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (e) Protected Health Information or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) Required by Law shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- (g) Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.
- (h) Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI relating to the Covered Entity.
- (i) Security Officer shall mean Chris Delez, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10214; email: delezc@adrcbroward.org.
- (j) Security Rule shall mean the Health Insurance Reform: Security Standards at 45 CFR Parts 160, 162 and 164.
- (k) Underlying Agreement shall mean the services agreement executed by the Covered Entity and Business Associate, if any.
- (l) Unsecured PHI means PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under Section 13402 of Public Law 111-5 on the HHS website (45 CFR 164.402).

Section 2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (a) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than provided for by this Agreement.
- (b) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this Agreement.
- (c) Business Associate agrees to comply with the Security Rules, as required by HITECH, in a manner consistent with the Rule and regulations that may be adopted by relevant federal agencies, to keep all electronic PHI in a secure manner, as required under federal law.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. See “Reporting” contained in this Agreement.

- (e) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- (f) Business Associate agrees to make available, in the time and manner designated by Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, as necessary to satisfy Covered Entity's requirements under 45 CFR 164.524.
- (g) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. 164.522, except where such use, disclosure or request is required or permitted under applicable law.
- (h) Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. 502(b)(1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. 164.514(e)(2) to accomplish the intended purpose of such request, use or disclosure as interpreted under related guidance issued by the Secretary from time to time.
- (i) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.
- (j) Business Associate agrees to make internal practices, books, and records including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- (k) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (l) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (m) Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that it is required to comply with the confidentiality, disclosure, breach notification, compliance, and re-disclosure requirements of HITECH, Privacy Rule and the Security Rule to the extent such requirements may be applicable.
- (n) Business Associate acknowledges that if it becomes aware of a "pattern of activity or practice" by Covered Entity, or any other Business Associate, that breaches a Business Associate Agreement, but fails to cure that breach, Business Associate shall immediately terminate the relevant agreement, or report the non-compliance to the United States Department of Health and Human Services' Office of Civil Rights.

- (o) Business Associate acknowledges that it is subject to compliance audits by the United States Department of Health and Human Services' Office of Civil Rights.
- (p) Business Associate shall comply with any and all regulatory requirements which may arise in the future to comply fully with the Privacy Rules, the Security Rule, ARRA, and HITECH, including, but not limited to, restrictions on disclosures to health plans, clarified minimum necessary standards, expanded accounting requirements applicable to electronic health records, revised prohibitions on sales of PHI, and updated marketing and fundraising restrictions. Business Associate shall require that any agent, including a subcontractor, shall also comply with the requirements set forth herein.
- (q) Business Associate acknowledges that, pursuant to HITECH, Business Associate, its employees and contractors, and any third party (and their employees, contractors, and further third parties) who may have access to or possession of the Covered Entity's PHI, are subject to regulatory oversight of the various federal and/or state agencies as a Business Associate, and may be subject to both civil and criminal penalties which may arise from violations of this Agreement, the Privacy Rules, the Security Rule, HITECH, and any rules or guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.
- (r) Business Associate agrees to provide the Covered Entity with notice of a Breach of Unsecured PHI pursuant to the requirements of 45 CFR 164.402. See "Reporting" contained in this Agreement.
- (s) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 154, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- (t) Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

Section 3. Permitted Uses and Disclosures by Business Associate

- (a) Except as otherwise limited in this Agreement, Business Associate may use and/or disclose PHI only in a manner that is necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- (b) Business Associate may use or disclose PHI as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (e) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by

law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose(s) for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Section 4. Reporting

As described below, Business Associate shall report to the Covered Entity in writing (a) any use or disclosure of PHI not permitted under 45 CFR section 164, Subpart E, this Agreement, or by law, (b) any Security Incident of which it becomes aware and (c) any Breach of Unsecured PHI in accordance with HITECH, including 42 U.S.C.A. section 17932.

- (a) Reporting Security Incidents or Improper Uses or Disclosures. Business Associate shall make the report to the Covered Entity's Privacy Officer (or to the Security Officer in the event of a Security Incident) within 3 business days after Business Associate learns of such unauthorized use or disclosure or Security Incident. Business Associate's report shall: (1) identify the nature of the unauthorized use or disclosure or Security Incident including the date of the Security Incident or unauthorized use or disclosure and date of discovery; (2) identify the PHI affected; (3) identify who made or caused the unauthorized use and/or received the unauthorized disclosure and/or participated in the Security Incident, if known; (4) identify what Business Associate has done or shall do to mitigate any deleterious effect of the Breach, unauthorized use or disclosure or Security Incident; (5) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure or Security Incident; and (6) provide such other information, including a written report, as reasonably requested by the Privacy Officer or Security Officer. Any Security incident or unauthorized use or disclosure of PHI that is a Breach of Unsecured PHI shall be reported as required under subsection (b) below.
- (a) Notification of a Breach. Pursuant to HITECH, including 42 U.S.C.A. section 17932, and regulations under 45 CFR Parts 160 and 164, as amended, Business Associate shall provide written notice to the Covered Entity's Privacy Officer of any Breach of Unsecured PHI within 3 business days after Business Associate discovers the Breach. Business Associate shall conduct the risk assessment to determine whether a Breach occurred. Business Associate's report to the Covered Entity shall identify or describe: (1) the affected Individual(s) whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed; (2) the incident, including the date of the Breach and the date of the discovery of the Breach, if known; (3) who made or caused the Breach/unauthorized use and/or received the unauthorized disclosure; (4) the types of Unsecured PHI involved in the Breach; (5) any specific steps the Individual(s) should take to protect him or herself from potential harm related to the Breach; (6) what the Business Associate is doing to investigate the Breach, to mitigate losses and to protect against further Breaches; (7) contact procedures for how the Individual(s) can obtain further information from Business Associate; and (8) such other information, including the risk assessment analysis prepared by Business Associate, as reasonably requested by the Covered Entity's Privacy Officer.

Section 5. Obligations of Covered Entity

- (a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

- (a) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures under this Agreement.
- (b) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this Agreement.
- (c) With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been accessed, acquired, used or disclosed as a result of such breach, except when law enforcement requires a delay pursuant to 45 CFR 164.412:
 - 1. Without unreasonable delay and in no case later than 60 days after discovery of a breach.
 - 1. By notice in plain language including and to the extent possible: a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; a description of the types of Unsecured PHI that were involved in the breach; any steps Individual(s) should take to protect themselves from potential harm resulting from the breach; a brief description of what the Covered Entity involved is doing to investigate the Breach, mitigate the harm to Individual(s), and to protect against any further Breaches; and, contact procedures for Individual(s) to ask questions or learn additional information which shall include a toll-free telephone number, an e-mail address, web site or postal address.
 - 2. Use a method of notification that meets the requirements of 45 CFR 164.404(d).
 - 3. Provide notice to the media when required under 45 CFR 164.405 and to the Secretary pursuant to 45 CFR 164.408.

Section 6. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy & Security Rule if done by Covered Entity.

Section 7. Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of the date the Covered Entity signs this Agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either (1) provide an opportunity for Business Associate to cure the breach and then terminate the Underlying Agreement if Business Associate does not cure the breach within time period specified by the Covered Entity or (2) terminate the Underlying Agreement immediately. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (c) Effect of Termination. (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement or the Underlying Agreement for any reason, Business Associate shall return or destroy all

PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate and subcontractors shall retain no copies of the PHI. (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties, that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Section 8. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy & Security Rule means the section as is currently effect or as may be amended from time to time, and for which compliance is required.
- (a) Indemnification. Business Associate shall release, defend, indemnify and hold Covered Entity harmless from and against any claims, fees, losses, and costs, including, without limitation, reasonable attorneys' fees and costs, that Covered Entity may sustain as a result of, or arising out of (i) a breach of this Agreement by Business Associate or its agents or Subcontractors, including, but not limited to, any unauthorized use, disclosure or breach of PHI, (b) Business Associate or its subcontractor's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitation, failure to perform Business Associate's obligations under this Agreement, the Privacy Rule or the Security Rule or any other applicable law or rule.
- (b) Remedies. The parties acknowledge that breach of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if Covered Entity has actual notice of an intended breach, Covered Entity shall be entitled to a remedy of specific performance and/or injunction refraining Business Associate from violating or further violating this Agreement. The parties agree the election of the Covered Entity to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right the Covered Entity may have to recover damages.
- (c) Amendment. The parties agree to take such action as is necessary to amend this Agreement and the Underlying Agreement if necessary from time to time as is necessary to comply with the requirements of the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, ARRA the HITECH Act, the HIPAA rules and any other applicable laws. Regardless of written amendment to this Agreement or the Underlying Agreement, the parties agree to comply with all applicable laws
- (d) Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement and/or Underlying Agreements, as shall the rights of access and inspection of Business Associate by Covered Entity.
- (e) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules, HIPAA, ARRA, the HITECH Act, the HIPAA Rules and any other applicable law.
- (f) Governing Law; Conflict. This agreement shall be enforced and construed in accordance with the laws of the State of Florida. Jurisdiction of any litigation with respect to this Agreement shall be in Florida, with venue in a court of competent jurisdiction located in Pinellas County. In the event of a conflict between the terms of this Agreement and the terms of any of the Underlying Agreements, the terms of this Agreement shall control.

- (g) Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.
- (h) Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
- (i) Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.

Areawide Council on Aging of Broward County (Covered Entity):

Pauline Grant 12/31/19
Signature of Authorized Representative Date

PAULINE GRANT
Printed Name

PRESIDENT
Title

Contractor (Business Associate):

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

227 NW 2nd Street, Deerfield Beach, FL 33441 954-480-4449
Address Phone

Donna DeFranzo 12/3/19
Signature of Authorized Representative Date

Donna DeFranzo
Printed Name

Director of Active Aging
Title



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-739

Agenda Date: 6/15/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by Yolanda Velasquez for her wedding at the Deerfield Beach Observation Deck on June 26, 2021 from 3:00 pm to 11:00 pm; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Yolanda Velasquez is looking to have her wedding on the Deerfield Beach Observation Deck with her family and friends on Saturday, June 26th from 3:00 PM - 11:00 PM. They are requesting approval to have alcohol at their ceremony to celebrate their matrimony. They will be utilizing Exquisite Catering by Robert Inc. who has submitted their liquor license and certificate of insurance.

Current Activity

Parks and Recreation staff received a special event application from Yolanda Velasquez (the "Applicant") to host her wedding on the Deerfield Beach Observation Deck on Saturday, June 26th from 3:00 PM - 11:00 PM. The applicant is expecting 45 attendees.

The Applicant will be serving alcohol at the Event, thereby requiring City Commission approval for the Event in accordance with Section 2-542(a)(16) of the City Code.

The Resolution will authorize the City Manager to cancel the event if necessary for public health and safety concerns.

Recommendation

Staff recommends approval of the Event.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL
EVENT PERMIT APPLICATION SUBMITTED BY YOLANDA
VELASQUEZ FOR HER WEDDING AT THE DEERFIELD BEACH
OBSERVATION DECK ON JUNE 26, 2021 FROM 3:00 PM TO 11:00
PM; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Yolanda Velasquez (the “Applicant”) intends to hold her wedding on Saturday, June 26, 2021 from 3:00 p.m. to 11:00 p.m. on the Deerfield Beach Observation Deck (the “Event”) in the City of Deerfield Beach (the “City”); and

WHEREAS, according to the Special Event Permit Application submitted by the Applicant (the “Application”), the Event will consist of Applicant’s family and friends to celebrate Applicant’s holy matrimony with a total anticipated attendance of 45; and

WHEREAS, the Applicant intends to serve alcohol at the Event, requiring City Commission approval for the Event in accordance with Section 2-542(a)(16) of the City Code; and

WHEREAS, Staff recommends approval of the Application for the Event; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application for the Event, subject to compliance with all applicable federal, state, and local laws and submission and maintenance of the required proof of insurance and agreement to indemnify, defend and hold the City harmless from claims related to the Event.

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

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

Section 2. The City Commission of the City of Deerfield Beach hereby approves the Application for the Event, subject to compliance with all applicable federal, state, and local laws, including compliance with the City’s special event regulations and submission and maintenance of the required proof of insurance and agreement to indemnify, defend and hold the City harmless from claims related to the Event.

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

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



SPECIAL EVENT APPLICATION

Application Information

Organization Name:			Today's Date:	05/06/2021	
Contact Name:	Yolanda Velásquez	Email Address:	etc0356@icloud.com		
Contact Phone (Home):		Contact Phone (Cell):	(561)502-1934		
Address:	14984 Vía Porta		Fax:		
City:	Delray Beach	State:	FL	Zip Code:	33446
Is this Organization ☐ For Profit ☐ Nonprofit* *If Nonprofit, please include a copy of the IRS 501(c) tax exemption letter.					

Event Information

Name of Event:	Yolanda ♥ Ed's Wedding		Event Date:	06/26/2021	
Event Address:	200 N. E. 21st Ave		City:	Deerfield Beach	
State:	FL	Zip Code:	33441	Event Category:	N/A
Purpose of Event:	Wedding Ceremony				
Description of Event:	Family and friends gather to celebrate the Holy Matrimony of Yolanda Velásquez and Edgard Torres				
	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	06/26/2021	Saturday	1500	1700	10
Event Day 1	06/26/2021	Saturday	1700	2300	45
Event Day 2					
Event Day 3					
Break Down					
# of years event has been in existence?	N/And I		Past Attendance:	0	
Previous Location(s):					
Property Owner's Permission I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above. City property exempt (no signature necessary). Signature of Property Owner: Date: Phone:					
Printed name of Property Owner:					

**Event
Information**
(Continued from
page 1)

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

Will your event require the use of the beach?

☐ Yes ☒ No

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

Will your event need additional sanitation supplies?

☐ Yes ☒ No

Will you require the use of additional City staff/equipment?

☐ Yes ☒ No

Will you require parking spaces in Main Beach Parking Lot?

☐ Yes ☒ No

If yes, how many spaces are you requesting?

Will you require parking spaces along Ocean Way?

☐ Yes ☒ No

If yes, how many spaces are you requesting?

Will you require parking spaces at the Pier Parking Lot?

☐ Yes ☒ No

If yes, how many space are you requesting?

Will your event require use of the City Showmobile?*

☐ Yes ☒ No

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

Are you requesting any of the above fees to be waived by the city?

☐ Yes ☒ No

If yes, what fees are you requesting waived?

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

**Vendor
Information**

Will your event be serving food? ☒ Yes ☐ No

Number of Food Vendors:

Where will the food be prepared? ☒ Off Site ☐ On Site

Method used for cooking:

Vendor list provided to the City?

☒ Yes ☐ No

Food vendors have all permits/licenses required?

☒ Yes ☐ No

Number of other vendors:

Vendor list provided to the City?

☐ Yes ☒ No

**Additional
BSO/Building
Requirements**

Will there be alcohol at this event? (Must be approved by City Commission)

☒ Yes ☐ No

If yes, has liquor license been issued?

☒ Yes ☒ No

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

Will you be using any tents for your event?

☐ Yes ☒ No

Tent Size	# of Tents	Tent Location

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

Will you be using a stage for your event?

☐ Yes ☒ No

Will your event require electricity?

☐ Yes ☒ No

Type of electrical power to be used:

Will a generator be used? ☐ Yes ☒ No

Size of Generator:

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

Will gas equipment be used?

☐ Yes ☒ No

Type of fuel source:

Additional BSO/Building Requirements (Continued from page 2)	Will cooking equipment be used? ☐ Yes ☒ No													
	Type of cooking equipment (check all that apply): ☐ Charcoal Grills ☐ Food Trucks ☐ Fryers ☐ Propane Grills ☒ Warmers/Sternos													
	Will the event include amusement rides, inflatables or children's games? ☐ Yes ☒ No													
	Type of amusement ride: N/A													
	Will the event include the use of fireworks or other pyrotechnics? (describe below) ☐ Yes ☒ No													
	Are you requesting any roads to be closed? (Please Note: If yes, please complete the City of Deerfield Beach Temporary Road Closure Request.) ☐ Yes ☒ No ***If closing FDOT roads, approval of the City Commission is required.													
	Will you be using a licensed professional security company to provide security services for your event? ☐ Yes ☒ No													
	Company Name: 		Contact Person: 											
Contact Number: 		Will safety equipment be used? ☐ Yes ☒ No												
Promotion Materials	Is your event listed on the web? ☐ Yes ☒ No		Provide URL address: 											
	How do you plan on marketing your event? (select all that apply)													
	☐ Outdoor Banners ☐ Radio Ads ☐ Mailings ☐ Newspaper Ads ☐ Outdoor Signs ☐ TV Ads ☐ Flyers ☒ Other													
	Promotional Signs/Banners:													
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Location:</th> <th style="width: 20%;">Size:</th> <th style="width: 30%;">Description:</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			Location:	Size:	Description:								
Location:	Size:	Description:												
Directional Signs:														
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Location:	Size:	Description:												
Event Entertainment	Will the event have entertainment? ☐ Yes ☒ No													
	Will amplified sound equipment be used? ☐ Yes ☒ No													
	Will musical entertainment be used? ☒ Yes ☐ No													
	Please describe any type of entertainment and sound equipment below: Acoustic guitar													
Miscellaneous	Are you charging a fee for the event? ☐ Yes ☒ No													
	How are the proceeds being used? 													
	Name of benefiting organization: 													
	Contact Person: 	Contact Phone Number: 												



HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

This _____ day of _____, of 2021

Applicant Signature

Print Name

Title

Witnesses

Signature

Print Name

Date

Please submit completed application to the Community Events and Outreach Division located at the City of Deerfield Beach, 401A SW 4th St., Deerfield Beach, FL 33441 or email dfbspecialevents@deerfield-beach.com.



HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

This 05 day of May, of 2021

E.T.
Applicant Signature

E Torres
Print Name Title

Witness
[Signature]
Signature

Elizabeth Szymanski
Print Name Date

Please submit completed application to the Community Events and Outreach Division located at the City of Deerfield Beach, 401A SW 4th St., Deerfield Beach, FL 33441 or email dfbspecialerevents@deerfield-beach.com.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIV OF ALCOHOLIC BEVERAGES & TOBACCO
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

850.487.1395

EXQUISITE CATERING BY ROBERT INC
EXQUISITE CATERING BY ROBERT
1800 NE 150 STREET
NORTH MIAMI FL 33181

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

BEV2334606

ISSUED: 03/18/2021

CATERER
EXQUISITE CATERING BY ROBERT INC
EXQUISITE CATERING BY ROBERT
CONSUMPTION ON PREMISES ONLY

IS LICENSED under the provisions of Ch.565 FS.
Expiration date : MAR 31, 2022 L2103180000568

DETACH HERE

RON DESANTIS, GOVERNOR

JULIE I. BROWN, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIV OF ALCOHOLIC BEVERAGES & TOBACCO

LICENSE NUMBER	SERIES
BEV2334606	13CT

The CATERER
Named below IS LICENSED
Under the provisions of Chapter 565 FS.
Expiration date: MAR 31, 2022
CONSUMPTION ON PREMISES ONLY

EXQUISITE CATERING BY ROBERT INC
EXQUISITE CATERING BY ROBERT
1800 NE 150 STREET
NORTH MIAMI FL 33181



Anatomy of the Acord Certificate of Insurance

1. PRODUCER Insurance Agent/Broker who issues certificate.

2. NAME OF INSURED Must be the legal name of the contracting party.

3. TYPES OF INSURANCE Must include the types of insurance required by the contract.

4. POLICY FORM "Claims Made" or "Occurrence" form.

5. NAMED ADDITIONAL INSURED the City must be named additional insured.

6. CERTIFICATE HOLDER Must be the City of Deerfield Beach

7. DATE CERTIFICATE ISSUED Must be current.

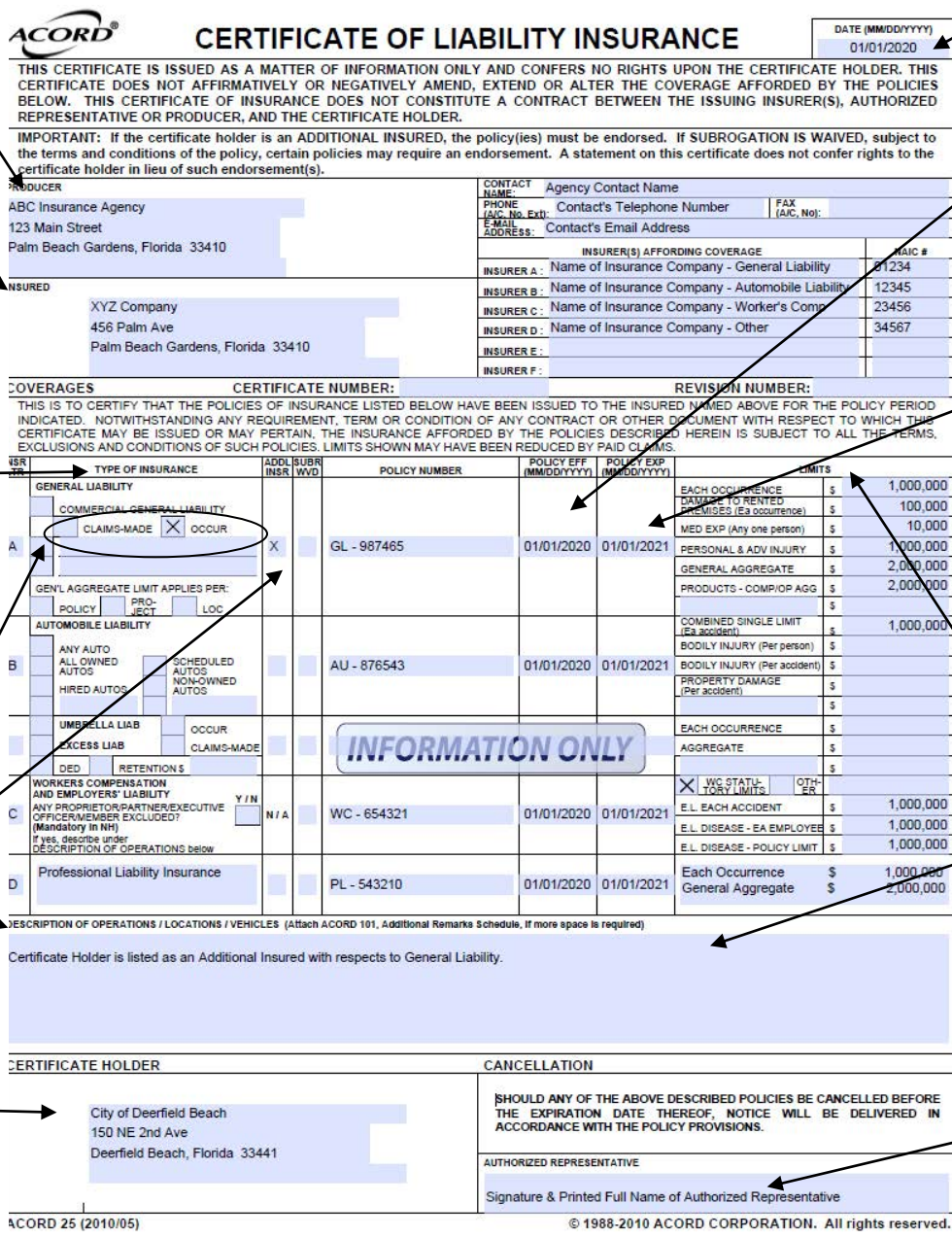
8. POLICY EFFECTIVE DATE Must be prior to or coincidental with effective date of contract or event.

9. POLICY EXPIRATION DATE If occurrence form, date must be on or after termination of contract or event.

10. LIMITS OF INSURANCE Must be the same or greater than required by the contract.

11. DESCRIPTION OF OPERATIONS City of Deerfield Beach is often named additional insured here; place and event sometimes described here.

12. AUTHORIZED REPRESENTATIVE Must be signed, not stamped



ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: ABC Insurance Agency, 123 Main Street, Palm Beach Gardens, Florida 33410

INSURED: XYZ Company, 456 Palm Ave, Palm Beach Gardens, Florida 33410

CONTACT NAME: Agency Contact Name
 PHONE (A/C, No, Ext): Contact's Telephone Number FAX (A/C, No):
 E-MAIL ADDRESS: Contact's Email Address

INSURER(S) AFFORDING COVERAGE

INSURER	NAME OF INSURANCE COMPANY - General Liability	NAIC #
INSURER A	Name of Insurance Company - General Liability	81234
INSURER B	Name of Insurance Company - Automobile Liability	12345
INSURER C	Name of Insurance Company - Worker's Comp	23456
INSURER D	Name of Insurance Company - Other	34567
INSURER E		
INSURER F		

COVERAGES

TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY						
COMMERCIAL GENERAL LIABILITY						
CLAIMS-MADE ☒ OCCUR ☒			GL - 987465	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC ☐						
AUTOMOBILE LIABILITY						
ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS			AU - 876543	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB EXCESS LIAB						
DED RETENTION \$						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC - 654321	01/01/2020	01/01/2021	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D Professional Liability Insurance			PL - 543210	01/01/2020	01/01/2021	Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is listed as an Additional Insured with respects to General Liability.

CERTIFICATE HOLDER City of Deerfield Beach, 150 NE 2nd Ave, Deerfield Beach, Florida 33441

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Signature & Printed Full Name of Authorized Representative

ACORD 25 (2010/05) © 1988-2010 ACORD CORPORATION. All rights reserved.

1. THE PRODUCER: Produces or orders Certificate for insured; answers questions, revises certificate to meet contract requirements.
2. NAME OF INSURED: Must be the legal name of contracting party.
3. TYPES OF INSURANCE: Must include types required by contract.
4. POLICY FORM: Will indicate claims-made or occurrence form.
5. NAMED ADDITIONAL INSURED: The Certificate must state, either under Description of Operations, check box in the appropriate column, or by attached endorsement, that the City of Deerfield Beach is additional insured.
6. CERTIFICATE HOLDER: Must be the City of Deerfield Beach 150 NE 2nd Avenue, Deerfield Beach, FL 33441
7. DATE CERTIFICATE ISSUED: Must be current.
8. POLICY EFFECTIVE DATE: Must be prior to or coincidental with effective date of contract or event.
9. POLICY EXPIRATION DATE: For "occurrence" form coverage, date should be on or after the termination date of contract or event; if "claims-made coverage", coverage must survive for a period not less than three years following termination of contract or event and shall provide for a retroactive date of placement prior to or coinciding with the effective date of contract or event.
10. LIMITS OF INSURANCE: Must be the same or greater than required by the contract.
11. DESCRIPTION OF OPERATIONS: Review information in this section to determine it is consistent with contract or event.
12. NOTICE OF CANCELLATION: In the event the insurance minimums are changed, Contractor shall immediately submit proof of compliance with the changed limits.
13. AUTHORIZED REPRESENTATIVE: Must be signed by an authorized representative of Producer.

ACORD FORMS INSTRUCTION GUIDE

The Certificate of Insurance ACORD 25 is “issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policies”.

The above information is included in the opening statement of the form.

If the receiver of the form wants to verify that liability coverage exists on a policy and has no direct interest in the policy, use the certificate of insurance. However, if the receiver of the form does have a verifiable interest in the policy, such as an additional insured, the liability policy must be amended by endorsement, to provide the appropriate coverage for the interested party prior to issuing a certificate of insurance (since the certificate confers no rights upon the holder and does not amend the policy).

ACORD 25 was designed to collect policy limit information based on the ISO commercial lines program. It addresses both Claims Made and Occurrence policies.

The purpose of the Certificate of Liability has been the topic of frequent discussions throughout the industry. Attention centers around the true purpose of a certificate and the rights, if any, it conveys to a certificate holder. In 1974, the Court of Appeals, Fifth District ruled that a certificate is not a contract between the holder and the insurer. It only provides information to an interested third party that insurance is in force at the time of issuance. The court also stated: “The provision regarding notification in the event of cancellation is a mere promise, unsupported by any consideration.” Although many companies provide notice of cancellation to certificate holders, they are not obliged to do so, since the holder is not a party to the contract. Agents or brokers should not change any provision on this form without prior consent of the issuing company.

The Certificate of Liability Insurance is used for most casualty situations in which the insured has requested certification to a third party of issued casualty coverages. The uses of the Certificate can include large and small contraction or manufacturing risks, lessor/lessee agreements, or other areas of liability certification. The ACORD Certificate should be issued only in compliance with company instructions.

ACORD recommends that Certificate NOT be used in the following situations:

- To waive rights
- To provide information to the owner of a leased motor vehicle or the lender about both liability and physical damage coverages applying to the vehicle (ACORD23, Leased Auto Certificate of Insurance, should be used for this)
- To quote wording from a contract
- To attach to an endorsement
- To quote any wording which amends a policy unless the policy itself has been amended

Independent Insurance Agents of Texas. (2007). Best practices for certificates of insurance.
Retrieved from iiat.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 14900 NW 79 Court Suite 200 Miami Lakes FL 33016	CONTACT NAME: Matthew Seese PHONE (A/C, No, Ext): (305) 714-4400 FAX (A/C, No): (305) 714-4401 E-MAIL ADDRESS: edocs@bbmia.com INSURER(S) AFFORDING COVERAGE INSURER A: The Charter Oak Fire Insurance Company INSURER B: The Travelers Indemnity Company INSURER C: Travelers Property Casualty Company of America INSURER D: INSURER E: INSURER F:	NAIC # 25615 25658 25674
INSURED Exquisite Catering by Robert 1800 NE 150th Street North Miami FL 33181		

COVERAGES**CERTIFICATE NUMBER:** GL-AUTO-UMB 2/23/21-22**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		P6605P213434COF21	02/23/2021	02/23/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			BA5P2129232143G	02/23/2021	02/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000 ☒ OCCUR ☐ CLAIMS-MADE			CUP5P2137112143	02/23/2021	02/23/2022	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A		N / A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Deerfield Beach is an additional insured with regards to General Liability coverage when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**City of Deerfield Beach
150 NE 2nd Ave

Deerfield Beach

FL 33441

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

This 7th day of June 2021

[Signature]
Applicant Signature

ROBERT EGERT
Print Name

President
Title

Witnesses

Signature

Print Name

Date

Signature

Print Name

Date



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-752

Agenda Date: 6/15/2021

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 VIII "LOCAL HOUSING ASSISTANCE PROGRAM" OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR CONSISTENCY WITH STATE LAW; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for July 20, 2021

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

As a recipient of State Housing Initiative Partnership ("SHIP") funds, the City established an Affordable Housing Advisory Committee (the "AHAC") in 2008, as required by Florida Statute Section 420.9076. The purpose of AHAC is to review the established policies and procedures, ordinances, land development regulations, local government comprehensive plan and recommend specific actions or initiatives to the City Commission to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value.

Triennially, the advisory committee is required to submit an Affordable Housing Incentive Report to the City Commission for review and further transmittal to the Florida Housing Finance Corporation ("FHFC"). At a minimum, the Committee must submit a report to the local governing body that includes recommendations on affordable housing incentives in the following areas:

- The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in Section 163.3177(6)(f)3., Florida Statutes.
- All allowable fee waivers provided for the development or construction of affordable housing.
- The allowance of flexibility in densities for affordable housing.
- The reservation of infrastructure capacity for housing for very-low-income persons, low income persons, and moderate-income persons.
- Affordable accessory residential units.
- The reduction of parking and setback requirements for affordable housing.
- The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
- The modification of street requirements for affordable housing.

- The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
- The support of development near transportation hubs and major employment centers and mixed-use developments.

Current Activity

On July 1, 2020, HB 1339 was signed by Governor Ron DeSantis, amending Section 420.9076, Florida Statutes, which necessitates an amendment to the City Code for the City AHAC on the following:

- Appointment of an Elected Official to the AHAC;
- Complete an AHAC Incentive Strategies report annually; and
- Submit AHAC Report to Florida Housing Coalition (FHC).

Recommendation

Staff recommends that the City Commission approve the revisions to the City Code relating to the AHAC.

ORDINANCE NO. 2021/

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2
“ADMINISTRATION,” ARTICLE VIII “LOCAL HOUSING ASSISTANCE
PROGRAM” OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR
CONSISTENCY WITH STATE LAW; PROVIDING FOR CODIFICATION,
SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE**

WHEREAS, as a recipient of State Housing Initiative Partnership (“SHIP”) funds, the City established the Affordable Housing Advisory Committee (the “Committee”) in 2008, as required by Section 420.9076, Florida Statutes; and

WHEREAS, the purpose of the Committee is to review the established policies and procedures, ordinances, land development regulations, and local government comprehensive plan, and recommend specific actions or initiatives to the City Commission to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value; and

WHEREAS, in 2020, the Florida Legislature passed House Bill 1339, amending the State Housing Initiatives Partnership Act (the “Act”) in Chapter 420, Florida Statutes, to provide for completion of an annual incentives strategy report, submittal of the report to the Florida Housing Coalition, and for an elected official to be appointed to the Committee; and

WHEREAS, the City Commission desires to amend Chapter 2 “Administration,” Article VIII “Local Housing Assistance Program” of the City Code to provide for consistency with the recently amended state law.

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 of this Ordinance.

Section 2. Chapter 2 “Administration,” Article VIII “Local Housing Assistance Program” of the City Code of Ordinances is hereby amended to read as follows¹:

Chapter 2 – ADMINISTRATION

ARTICLE VIII. – LOCAL HOUSING ASSISTANCE PROGRAM

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

Sec. 2-476. Definitions.

For the purposes of this article, the definitions contained in the State Housing Initiatives Partnership Act (the “Act”) in Chapter 420, Florida Statutes, and Chapter 9167-37, Florida Administrative Code, as they may be amended from time to time, are adopted herein by reference.

Sec. 2-480. Establishment of affordable housing advisory committee.

The affordable housing advisory committee shall be made up of at least eight but no more than 11 members. The committee must consist of one elected official and one representative from at least six of the categories below as follows:

- (1) One citizen ~~that~~ who is actively engaged in the residential home building industry in connection with affordable housing;
- (2) One citizen ~~that~~ who is actively engaged in the banking or mortgage banking industry in connection with affordable housing;
- (3) One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing;
- (4) One citizen who is actively engaged as an advocate for low income persons in connection with affordable housing;
- (5) One citizen who is actively engaged as a for profit provider of affordable housing;
- (6) One citizen who is actively engaged as a not-for-profit provider of affordable housing;
- (7) One citizen who is actively engaged as a real estate professional in connection with affordable housing;
- (8) One citizen who actively serves on the local planning agency;
- ~~(119)~~ One citizen who resides within the jurisdiction of the City of Deerfield Beach;
- ~~(1210)~~ One citizen who represents ~~employees~~ employers within the jurisdiction;
- ~~(1311)~~ One citizen who represents essential service personnel as defined in the local housing plan.

The affordable housing committee shall ~~tri~~-annually review the city's established policies and procedures, ordinances, land development regulations and comprehensive plan and recommend specific actions or initiatives to encourage or facilitate affordable housing.

Sec. 2-481. Review and approval of the affordable housing incentive plan.

- (a) Within 30 days of their receipt from the committee, the city shall forward the committee's recommendation to the city commission for review and consideration. ~~Following the review of such recommendations~~ Within 90 days after the date of receipt of the evaluation and local housing incentive strategies recommendations from the committee, the city commission shall adopt an amendment to its local housing assistance plan to incorporate the local housing incentive strategies it will implement within the City affordable housing incentive plan ("incentive plan").
- (b) Upon adoption of the incentive plan, the city shall forward, or cause to be forwarded, a copy of the adopted incentive plan to appropriate agencies pursuant to the requirements of the Act.
- ~~(c) Within 12 months after the original adoption of the housing assistance plan, amend the plan to include local housing incentive strategies as defined in F.S. § 420.9071(16).~~

Secs. 2-482—2-500. Reserved.

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, CITY CLERK



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-774

Agenda Date: 6/15/2021

Status: ADDENDUMS

In Control: City Commission

Title

Discussion and potential action regarding the use of Oveta McKeithen Recreational Complex football field and gym by the Bryce Gowdy Foundation.

Recommended Action

Motion on waiver of fee request for Bryce Gowdy Foundation use of Oveita McKeithen Recreational Complex football field and gym.

Background/History

The Bryce Gowdy Foundation (the "Applicant") is seeking to hold their SEVEN for 7 Football Camp Event on July 10, 2021 from 7 am to 5 pm at the Oveita McKeithen Recreational Complex (the "Event"). The Event focuses on the psyche/physio health and wellness of student football athletes, while allowing the opportunity for additional training.

Current Activity

The Applicant is requesting a fee waiver for the use of the Oveita McKeithen Recreational Complex football field and gym. The gym will be used for 10 hours at a rate of \$125/hour for a fee waiver of \$1,250. The field will be used for 10 hours at a fee of \$25/hour for a fee waiver of \$250. The total fee waiver for use of the facility will be \$1,500.

Recommendation

Motion on waiver of fee request.

SPECIAL EVENT APPLICATION

Application Information	Organization Name: Bryce Gowdy Foundation		Today's Date: 6/9/2021			
	Contact Name: Camellia Robinson/Shibbon Mitchell		Email Address: Thebgfteam@gmail.com			
	Contact Phone (Home): 9548996939		Contact Phone (Cell):			
	Address: 1216 SW 1st way		Fax:			
	City: Deerfield Beach	State: FL	Zip Code: 33441			
	Is this Organization ☐ For Profit ☒ Nonprofit* *If Nonprofit, please include a copy of the IRS 501(c) tax exemption letter.					
Event Information	Name of Event: SEVEN for 7 Football Camp		Event Date: 7/10/2021			
	Event Address: 445 SW 2nd St		City: Deerfield Beach			
	State:	Zip Code: 33441	Event Category: Sports & Mental Health			
	Purpose of Event: Football camp focuses on the psyche/physio health and wellness of the student football athlete, while allowing the opportunity for additional training in their craft					
	Description of Event: Middle School & High School football athletes register between 7am -9am (refreshments provided) Middle School enters camp on the field at 9:30am while high schoolers participate in Mental Health Pep Rally in the gym. Break for lunch at 12 to 1pm. High schoolers in camp and middle schoolers in the gym for Rally. End Camp and Rally at 3:30 and event cleared by 4. Cleanup by 5pm.					
		Date	Day	Start Time	End Time	Anticipated Attendance
	Setup	7/10/2021	Saturday	7am	5pm	100 or >
	Event Day 1					
	Event Day 2				westside Park	
	Event Day 3					
Break Down						
# of years event has been in existence? 0		Past Attendance: NA				
Previous Location(s): NA						
Property Owner's Permission I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above. City property exempt (no signature necessary). Signature of Property Owner: Date: Phone:						

Event Information (Continued from page 1)	Will you require the use of a City park? If yes, please select park. westside Park														
	Will your event require the use of the beach?		☐ Yes ☒ No												
	If yes, please make sure to follow the Special Events Permit Conditions for Marine Turtle Guidelines.														
	Will your event need additional sanitation supplies?		☒ Yes ☐ No												
	Will you require the use of additional City staff/equipment?		☒ Yes ☐ No												
	Will you require parking spaces in Main Beach Parking Lot?		☐ Yes ☒ No												
	If yes, how many spaces are you requesting? 														
	Will you require parking spaces along Ocean Way?		☐ Yes ☒ No												
	If yes, how many spaces are you requesting? 														
	Will you require parking spaces at the Pier Parking Lot?		☐ Yes ☒ No												
If yes, how many space are you requesting? 															
Will your event require use of the City Showmobile?		☐ Yes ☒ No													
*A Showmobile Application must be filled out & submitted if using the City Showmobile.															
Are you requesting any of the above fees to be waived by the city?		☐ Yes ☒ No													
If yes, what fees are you requesting waived? 															
All waiver of fee requests below must be approved by the City Commission.															
Vendor Information	Will your event be serving food? ☒ Yes ☐ No		Number of Food Vendors: 1												
	Where will the food be prepared? Sam's Club	Method used for cooking: Sandwich board													
	Vendor list provided to the City?		☐ Yes ☒ No												
	Food vendors have all permits/licenses required?		☒ Yes ☐ No												
	Number of other vendors: 0	Vendor list provided to the City?		☐ Yes ☒ No											
	Will there be alcohol at this event? (Must be approved by City Commission)		☐ Yes ☒ No												
If yes, has liquor license been issued?		☐ Yes ☒ No													
Additional BSO/Building Requirements	*If you answer yes to any of the below questions, a permit may be required*														
	Will you be using any tents for your event?		☒ Yes ☐ No												
	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <th style="width: 33%;">Tent Size</th> <th style="width: 33%;"># of Tents</th> <th style="width: 33%;">Tent Location</th> </tr> <tr> <td>10 x 10</td> <td>4</td> <td>on field</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>			Tent Size	# of Tents	Tent Location	10 x 10	4	on field						
	Tent Size	# of Tents	Tent Location												
	10 x 10	4	on field												
	Please note: If using tents on City property, the tents must be weighted. Stakes are prohibited														
	Will you be using a stage for your event?		☐ Yes ☒ No												
	Will your event require electricity?		☒ Yes ☐ No												
Type of electrical power to be used: Plug in for music and microphone															
Will a generator be used? ☐ Yes ☒ No		Size of Generator: 													
***A generator over 5KW/5000 Watts will require an additional permit.															
Will gas equipment be used?		☐ Yes ☒ No													
Type of fuel source: NA															

Additional BSO/Building Requirements (Continued from page 2)	Will cooking equipment be used? ☐ Yes ☒ No																				
	Type of cooking equipment (check all that apply): ☐ Charcoal Grills ☐ Food Trucks ☐ Fryers ☐ Propane Grills ☐ Warmers/Sternos																				
	Will the event include amusement rides, inflatables or children's games? ☐ Yes ☒ No																				
	Type of amusement ride: NA																				
	Will the event include the use of fireworks or other pyrotechnics? (describe below) ☐ Yes ☒ No																				
	Are you requesting any roads to be closed? (Please Note: If yes, please complete the City of Deerfield Beach Temporary Road Closure Request.) ☐ Yes ☒ No ***If closing FDOT roads, approval of the City Commission is required.																				
	Will you be using a licensed professional security company to provide security services for your event? ☐ Yes ☒ No																				
Company Name: 		Contact Person: 																			
Contact Number: 		Will safety equipment be used? ☒ Yes ☐ No																			
Promotion Materials	Is your event listed on the web? ☒ Yes ☐ No		Provide URL address: Not available yet																		
	How do you plan on marketing your event? (select all that apply)																				
	☐ Outdoor Banners ☒ Radio Ads ☐ Mailings ☐ Newspaper Ads ☐ Outdoor Signs ☐ TV Ads ☐ Flyers ☒ Other																				
	Promotional Signs/Banners:																				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Location:</th> <th style="width: 20%;">Size:</th> <th style="width: 40%;">Description:</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"> </td> <td> </td> <td> </td> </tr> <tr> <td style="height: 20px;">NA</td> <td> </td> <td> </td> </tr> </tbody> </table>		Location:	Size:	Description:				NA			<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Location:</th> <th style="width: 20%;">Size:</th> <th style="width: 40%;">Description:</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"> </td> <td> </td> <td> </td> </tr> <tr> <td style="height: 20px;">NA</td> <td> </td> <td> </td> </tr> </tbody> </table>		Location:	Size:	Description:				NA	
Location:	Size:	Description:																			
NA																					
Location:	Size:	Description:																			
NA																					
Event Entertainment	Will the event have entertainment? ☒ Yes ☐ No																				
	Will amplified sound equipment be used? ☒ Yes ☐ No																				
	Will musical entertainment be used? ☐ Yes ☐ No																				
	Please describe any type of entertainment and sound equipment below: DJ laptop and mixing equipment, a couple speakers, microphones for speakers																				
Miscellaneous	Are you charging a fee for the event? ☐ Yes ☒ No																				
	How are the proceeds being used? we will promote our website link to collect donations																				
	Name of benefiting organization: The Bryce Gowdy Foundation																				
	Contact Person: Amellia Robinson/Shibbon wine		Contact Phone Number: 9548996939																		



HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The Bryce Gowdy Foundation

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

This _____ day of _____ 2019

Applicant Signature

Shibbon Winelle Mitchell

Print Name

Founder

Title

Witnesses

Signature

Print Name

Date

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



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-775

Agenda Date: 6/15/2021

Status: ADDENDUMS

In Control: City Commission

Title

Discussion and potential action regarding the use of Hillsboro Community Center by the Bryce Gowdy Foundation.

Recommended Action

Motion on waiver of fee request for Bryce Gowdy Foundation use of Hillsboro Community Center

Background/History

The Bryce Gowdy Foundation (the "Applicant") is seeking to hold the Bryce Gowdy Story Event on July 9, 2021 from 6 pm to 10 pm at the Hillsboro Community Center (the "Event"). The Event is to raise awareness about mental illness and suicide and how it affects the person, family, and community, and to give insight on how to help someone that is struggling.

Current Activity

The Applicant is requesting a fee waiver for the use of the Hillsboro Community Center ("HCC"). The facility will be used for 4 hours at a rate of \$250 for a total fee waiver of \$250.

Recommendation

Motion on waiver of fee request.

SPECIAL EVENT APPLICATION

Application Information	Organization Name: The Bryce Gowdy Foundation			Today's Date: 6/10/2021		
	Contact Name: Camellia Robinson/Shibbon Mitchell			Email Address: Thebgfteam@gmail.com		
	Contact Phone (Home): 9548996939			Contact Phone (Cell):		
	Address: 1216 SW 1st way			Fax:		
	City: Deerfield Beach		State: FL	Zip Code: 33441		
	Is this Organization ☐ For Profit ☒ Nonprofit* *If Nonprofit, please include a copy of the IRS 501(c) tax exemption letter.					
	Event Information	Name of Event: The Bryce Gowdy Story			Event Date: 7/9/2021	
Event Address: 50 Hillsboro Technology Dr			City: Deerfield Beach			
State: FL		Zip Code: 33441		Event Category: Talk/Lecture		
Purpose of Event: I To use Bryce's sorry to raise awareness about mental illness and suicide and how it affects the person, Family & community and give insight to how we could help someone that is struggling						
Description of Event: Doors open at 6pm, talk begins at 7pm with an intermission at 8pm. Talk ends at 9pm and Cleanup until 10pm						
		Date	Day	Start Time	End Time	Anticipated Attendance
Setup		7/9/2021	Friday	6pm	10pm	50-100 max
Event Day 1						
Event Day 2						
Event Day 3						
Break Down						
# of years event has been in existence? 3 months			Past Attendance: 44 people			
Previous Location(s): Florida Memorial University						
Property Owner's Permission I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above. City property exempt (no signature necessary). Signature of Property Owner: Date: Phone:						

Event Information (Continued from page 1)	Will you require the use of a City park? If yes, please select park.														
	Will your event require the use of the beach?		☐ Yes ☒ No												
	If yes, please make sure to follow the Special Events Permit Conditions for Marine Turtle Guidelines.														
	Will your event need additional sanitation supplies?		☒ Yes ☐ No												
	Will you require the use of additional City staff/equipment?		☒ Yes ☐ No												
	Will you require parking spaces in Main Beach Parking Lot?		☐ Yes ☒ No												
	If yes, how many spaces are you requesting?														
	Will you require parking spaces along Ocean Way?		☐ Yes ☒ No												
	If yes, how many spaces are you requesting?														
	Will you require parking spaces at the Pier Parking Lot?		☐ Yes ☒ No												
If yes, how many space are you requesting?															
Will your event require use of the City Showmobile?*		☐ Yes ☒ No													
*A Showmobile Application must be filled out & submitted if using the City Showmobile.															
Are you requesting any of the above fees to be waived by the city?		☐ Yes ☒ No													
If yes, what fees are you requesting waived?															
NA															
All waiver of fee requests below must be approved by the City Commission.															
Vendor Information	Will your event be serving food? ☒ Yes ☐ No		Number of Food Vendors:												
	Where will the food be prepared? Store bought		Method used for cooking: None												
	Vendor list provided to the City?		☐ Yes ☒ No												
	Food vendors have all permits/licenses required?		☐ Yes ☒ No												
	Number of other vendors: 0	Vendor list provided to the City? ☐ Yes ☒ No													
	Will there be alcohol at this event? (Must be approved by City Commission)		☐ Yes ☒ No												
	If yes, has liquor license been issued?		☐ Yes ☒ No												
Additional BSO/Building Requirements	*If you answer yes to any of the below questions, a permit may be required*														
	Will you be using any tents for your event?		☐ Yes ☒ No												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Tent Size</th> <th style="width: 20%;"># of Tents</th> <th style="width: 50%;">Tent Location</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			Tent Size	# of Tents	Tent Location									
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	Will you be using a stage for your event?		☐ Yes ☒ No												
	Will your event require electricity?		☒ Yes ☐ No												
Type of electrical power to be used: Property Electricity															
Will a generator be used? ☐ Yes ☒ No		Size of Generator:													
***A generator over 5KW/5000 Watts will require an additional permit.															
Will gas equipment be used?		☐ Yes ☒ No													
Type of fuel source:															

Additional BSO/Building Requirements (Continued from page 2)	Will cooking equipment be used? ☐ Yes ☒ No														
	Type of cooking equipment (check all that apply): ☐ Charcoal Grills ☐ Food Trucks ☐ Fryers ☐ Propane Grills ☐ Warmers/Sternos														
	Will the event include amusement rides, inflatables or children's games? ☐ Yes ☒ No														
	Type of amusement ride:														
	Will the event include the use of fireworks or other pyrotechnics? (describe below) ☐ Yes ☒ No														
	Are you requesting any roads to be closed? (Please Note: If yes, please complete the City of Deerfield Beach Temporary Road Closure Request.) ☐ Yes ☒ No ***If closing FDOT roads, approval of the City Commission is required.														
	Will you be using a licensed professional security company to provide security services for your event? ☒ Yes ☐ No														
Promotion Materials	Company Name: TBD		Contact Person: TBD												
	Contact Number: TBD	Will safety equipment be used? ☐ Yes ☒ No													
	Is your event listed on the web? ☒ Yes ☐ No Provide URL address: Not available yet														
Event Entertainment	How do you plan on marketing your event? (select all that apply) ☐ Outdoor Banners ☒ Radio Ads ☐ Mailings ☐ Newspaper Ads ☐ Outdoor Signs ☐ TV Ads ☐ Flyers ☒ Other														
	Promotional Signs/Banners:														
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Location:</th> <th style="width: 15%;">Size:</th> <th style="width: 35%;">Description:</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			Location:	Size:	Description:									
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Miscellaneous	Will the event have entertainment? ☐ Yes ☒ No														
	Will amplified sound equipment be used? ☐ Yes ☒ No														
	Will musical entertainment be used? ☐ Yes ☒ No														
	Please describe any type of entertainment and sound equipment below: 														
Miscellaneous	Are you charging a fee for the event? ☐ Yes ☒ No														
	How are the proceeds being used? we will advertise our website and request donations														
	Name of benefiting organization: The Bryce Gowdy Foundation														
	Contact Person: Came11ia Robinson/Shibbon Mitchell	Contact Phone Number: 9548996939													



HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

This _____ day of ^{6/10/2021} _____ 2019

Shibbon winelle Mitchell

Founder

Applicant Signature

Print Name

Title

Witnesses

Signature

Print Name

Date

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