



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
March 1, 2022
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: February 15, 2022

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Appearance Board Meeting Minutes

Attachment: December 8, 2021

African American Heritage Board Meeting Minutes

Attachment: July 22, 2021 , August 12, 2021, September 9, 2021 , October 14, 2021,
November 4, 2021, November 16, 2021 , December 9, 2021 , December 21,
2021 , January 13, 2022 , February 3, 2022

Non-Uniformed Retirement Committee Meeting Minutes

Attachment: November 8, 2021

APPROVAL OF THE AGENDA

March 1, 2022

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/84576190661?pwd=bjZGMTUyM1RSNm5udkNIUjltQVFEUT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 845 7619 0661#

Participant ID: #

Passcode: 624325#

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, temperature checks and face-covering recommendations:

Attachment: Zoom Instructions

PUBLIC HEARINGS

1. **P.H. 2022-030: Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting the unsolicited proposal from GK Innovations, LLC for the purchase of the city-owned vacant lot at 171 SW 3rd Street, Deerfield Beach, FL 33441, for \$50,000; authorizing the sale of the city-owned vacant lot, subject to conditions; providing for execution and an effective date.**

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: GK Innovations, LLC

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

- 2. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Facility Use Agreement with Toastmasters International d/b/a Club Paradise Toastmasters - 1567808 for public speaking and leadership classes at the Hillsboro Community Center; approving the waiver of facility use fees to support the training within the City; providing for execution, severability, and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Toastmasters International

- 3. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the expenditure in an amount not to exceed \$100,000 with PeopleReady, Inc. for temporary staffing services for Department of Sustainable Management; providing an effective date. (Funds from Account #450-4551-534-32-99 - Other Contractual Services)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Sustainable Management

Attachment: PeopleReady, Inc.

4. **Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Amended and Restated MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreements for Retirement Plan Number 109050 and Plan Number 106352; providing for execution, severability, and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Financial Services

Attachment: Money Purchase Plans

5. **Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Agreement with Robert Half International, Inc. for temporary staffing, direct-hire, and other employer services in an amount not to exceed \$160,000.00, utilizing the Houston-Galveston area council of Governments Cooperative Purchasing Program Contract TS06-21; providing for execution and an effective date. (Funds from Account #001-0600-513-32-99 - Other Contractual Services & Account #001-0700-513-32-99 - Other Contractual Services)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Financial Services

Attachment: Robert Half International, Inc.

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

6. **ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO SECTION 3.04, "ELECTIONS AND TERMS," OF THE CITY CHARTER TO MODIFY THE TERM LIMIT RESTRICTIONS FOR THE CITY COMMISSION; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO ELECTORS; CALLING A SPECIAL ELECTION ON THE**

PROPOSED AMENDMENT TO THE CITY CHARTER TO BE HELD ON TUESDAY, NOVEMBER 8, 2022; PROVIDING FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL OF THE PROPOSED CHARTER AMENDMENT; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING A PROCEDURE FOR BALLOTING; PROVIDING FOR NOTICE; PROVIDING FOR RELATED MATTERS AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance and set public hearing for March 15, 2022

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

Sponsor: Commissioner Bernie Parness

Attachment: Elections and Terms

COMMENTS BY MAYOR & CITY COMMISSION
--

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, March 15, 2022

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, February 15, 2022

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 7:00 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

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

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

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Mayor Ganz acknowledged the Stoneman Douglas High School tragedy that occurred on February 14, 2018; thereafter was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - February 1, 2022

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve the meeting 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

Hillsboro Inlet District Meeting Minutes - November 15, 2021

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, 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

February 15, 2022

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

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

Nays: 0

PUBLIC HEARING

- 1. P.H. 2022-036: Resolution 2022/019 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, supporting the expansion of both Deerfield Beach Express I and II Community Shuttles for Saturday Services; approving the First Amendment to the Interlocal Agreement with Broward County for Community Shuttle Services to reflect a funding decrease, reflect an increase in service hours and days, and amend the vehicle list; authorizing execution of the First Amendment; providing for implementation and an effective date.**

The Resolution was read by title only.

David Santucci, City Manager, explained that Broward County required that the item be discussed as a public hearing. He explained that the service fee was much lower at \$20/hour; however, after the surtax was adopted, it increased to \$58/hour. Notwithstanding, Broward County performed an audit of the entire community bus shuttle system and concluded a fee of \$48/hour. There will be an increase to service hours and days and the amended vehicle list reflects the list of vehicles that provide said service.

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

Commissioner Parness spoke in support of public transportation as it reduces the number of cars on the road.

Mayor Ganz said Saturday service is based on the needs for communities, like the Palms, that need them; therefore, he supports the item.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve Item 1, adopted Resolution 2022/019. Roll Call:

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

Nays: 0

PUBLIC HEARING - SECOND READING

- 2. P.H. 2022-035: ORDINANCE 2022/005 - 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, 2022; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS TO VARIOUS CITY FUNDS, AND REDUCING APPROPRIATIONS TO THE DISASTER RECOVERY INITIATIVE GRANT FUND BY \$108,000 AND THE 2000 BOND FUND BY \$91,160, AS SET FORTH IN THE ATTACHED EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY 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 Parness, seconded by Commissioner Hudak, to approve Item 2, adopted Ordinance 2022/005. Roll Call:

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

Nays: 0

PUBLIC COMMENT

Amie Kay Tanner, 111 Odas Tanner Way, Deerfield Beach, commended the City on use of the Zoom platform as it allows people an opportunity to attend the meetings. Thereafter, she commented on the upcoming Pioneer Days which has been celebrated for many years.

Peggy Ross, 103 NE 19th Avenue, Deerfield Beach, said there is a condominium complex on 19th Avenue, Riverfront South, that is expected to sell and become a vacation rental. There are 12 units and she is concerned that it is more like a hotel, not an Airbnb.

Mary Doster, 1400 SW 11th Way, Deerfield Beach, said she and her sister are residing temporarily in a hotel. She advised that the prices for seniors are too high and are seeking assistance from the City on affordable programs.

Mayor Ganz said staff will be in touch for further discussion.

CONSENT - BOARD APPOINTMENTS

- 3. Resolution 2022/020 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Annette Mitchell as a regular commissioner of the Deerfield Beach Housing Authority to fill an unexpired term; and providing an effective date.**

The Resolution was read by title only.

Mayor Ganz explained that Ms. Mitchell no longer qualifies as a tenant commissioner and because she wishes to continue service, he is nominating her to fill a vacancy. Thereafter, the public hearing was opened; however, there were none to speak and the public hearing was closed.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to approve Item 3, adopted Resolution 2022/020. Voice Vote:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

After a brief discussion, Item 5 was pulled for discussion.

Mayor Ganz opened the public hearing for Items 4, and 6 - 13; however, there were none to speak and the public hearing was closed.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve Items 4, and 6-13 of the Consent Agenda. Roll Call:

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

Nays: 0

- 4. Resolution 2022/021 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the settlement of all claims against the City in the litigation styled *David Kinberg vs. City of Deerfield Beach*; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (*Funds from Account #606-0900-519-37-71 - Risk Management/General Liability*)**
- 5. Resolution 2022/022 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Settlement Agreement and Release with Endo Health Solutions, Inc. and Endo Pharmaceuticals, Inc., related to the Opioids Litigation; authorizing execution of the settlement agreement; providing for implementation and an effective date.**

The Resolution was read by title only.

Anthony Soroka, City Attorney, said various cities and governments throughout the Country filed a multi-district class action lawsuit against opioid pharmaceuticals and distributors; whereby, Deerfield Beach was included. Mr. Soroka advised that the Commission has seen other agreements, like Jansen; this is another pharmaceutical company that Florida has entered into a tentative settlement. The approximate settlement to the City is \$17,000.

Vice Mayor Preston asked if the funds from this settlement can be used to create an intervention program that deals with opioid overdose prevention, treatment and possibly suicide.

Mayor Ganz agreed with earmarking funds for this purpose.

Mr. Soroka advised that the memorandum of understanding requires funds be used in the manner suggested by Vice Mayor Preston. Furthermore, there are multiple settlements with additional monies coming in; lastly, funding may be provided within 90 days, giving the Commission time to decide on usage.

Vice Mayor Preston said he would like something done in each district.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed. He also asked that staff be given direction on usage.

David Santucci, City Manager, agreed with the direction provided by Vice Mayor Preston; whereas, there are many community partners with existing programs that he would like to explore.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to approve Item 5, adopted Resolution 2022/022. Roll Call:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

6. **Resolution 2022/023 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of a request for inclusion to the Clean Water State Revolving Fund Loan Program for the construction of a new reclaimed water main in conjunction with the SW 10th Street Connector Improvements Project; providing for an effective date. *(Funds from Account #413-5000-536-60-31 - Utilities - Improvements Other than Buildings)***
7. **Resolution 2022/024 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with Broward County for the Surtax-Funded Municipal Transportation Project: Rehabilitation and Repair of the SE 13th Avenue Bridge over Tern Waterway (BC-DFBEACH FY2020-00001); providing for execution and an effective date. *(Funds from Account #108-5050-541-60-31 - Improvements Other than Buildings)***
8. **Resolution 2022/025 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Kimley-Horn and Associates, Inc. for the design of the Pioneer Grove Infrastructure Improvements and Complete Streets Project; authorizing the City Manager to execute the Agreement with Kimley-Horn and Associates, Inc., in an amount of \$586,265; and providing for an effective date. *(Funds from Account #108-5050-541-60-31 - Improvements Other than Buildings)***
9. **Resolution 2022/026 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Kimley-Horn and Associates, Inc. for the Design of the FAU Research Park Blvd. (SW 11th Way) Improvements Project; authorizing the City Manager to execute the Agreement with Kimley-Horn and Associates, Inc., in an amount of \$933,968.40; and providing for an effective date. *(Funds from Account #108-5050-541-60-31 - Improvements Other than Buildings)***
10. **Resolution 2022/027 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #22-02-JW for Residential Environmental Services for Federal and State Funded Housing and Community Service Programs; authorizing execution of agreements with the two top ranked responsive and responsible firms, Gaudet Associates, Inc. and Airquest Environmental, Inc., for two year terms with one additional two-year renewal term; providing for implementation and an effective date.**
11. **Resolution 2022/028 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #22-03-JW for Residential Inspection and Cost Estimating Services for Federal and State Funded Housing and Community Service Programs; authorizing execution of agreements with the three ranked responsive and responsible firms, TSC Associates, Inc., Housing and Assistive Technology, Inc., and Gold Tree Development Group, LLC, for two year terms with one additional two-year renewal term; providing for implementation and an effective date.**
12. **Resolution 2022/029 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JCV21-06-2022 with the Areawide Council on Aging of Broward County, Inc. for the Telephone Reassurance Program in an amount not to exceed \$11,762.25; authorizing execution of the contract; providing for implementation and an effective date. *(Fiscal Impact: Increase in Funding)***

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

- 13. Resolution 2022/030 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Congregate Meal Site Agreements with Human Services Network, Inc. dba Meals on Wheels South Florida for the Distribution of meals to seniors at the Center for Active Aging/Senior Center and the Adult Day Care Center; authorizing the City Manager to execute the agreements; providing for implementation and an effective date.**

DEPARTMENTAL BUSINESS

- 14. ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE EIGHTH 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; PROVIDING FOR EXECUTION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

Dennis Mele, 200 E. Broward Boulevard, Fort Lauderdale, representing People's Trust, provided a PowerPoint presentation outlining the project. The site is located at the corner of SW 10th Street and I-95 and the balance of the FAU District Park outlined in red. He said the 7th amendment to the lease was approved in May 2021, but due to the need to adjust the building, this amendment is being requested. Thereafter, various site plan renderings were displayed, including parking and green space. The largest structure that can be built, without adding a structured parking garage is a little over 41,000 square feet.

Continuing, Mr. Mele said about 42% of the building will be occupied by People's Trust Rapid Response Team (RRT); the remaining will be used by other tenants. In the first version, there was more space for other tenants, but would have required the parking garage with an estimated cost of \$12 to \$15 million. Additionally, the new design will consist of a 2-story segment on each end, with a one-story section in between. Mr. Mele outlined specific locations for the tenants, including RRT. At the east end of the building, it will likely be for medical use and all other bays would be for innovation or new companies starting out. Mr. Mele advised that all other commitments made during the 7th amendment will be upheld; i.e. internships, other funded programs. He said since May 2021 the financial package changed; whereby, the financial incentive will be increased.

Mr. Mele said previously, the total compensation to the City was \$200,000; wherein, \$100,000 was paid after execution of the 7th amendment and the second \$100,000 was due when the building went up. If the 8th amendment is approved, \$1.1 million will be paid within 5 business days; at time of building permit, \$1 million; and \$1.1 million when certificate of occupancy (CO) is received. He said these figures are based on an appraisal recently performed. Thereafter, Mr. Mele outlined the schedule presented in May 2021; whereby, the timeframe has not changed, but the start time has changed. Nevertheless, once the project starts, it will be the same amount of time to the CO.

Moreover, Mr. Mele advised that the current lease expires March 15, 2022 unless extended; if not, it reverts to the City and the City can utilize as desired. The goal was to determine the value of the property if the lease did not exist. Their appraiser valued the property at \$2.9 million based on a building size of 40,000 square feet. The City's appraiser valued the property at \$6.5 million. Both appraisers appraised the property based on square footage at \$65 per square foot. The square footage of 100,000 was from the plat note for a research and development building. It was discovered that this level of development for a property of this size being likely. He advised that CBRE Real Estate performed an analysis of office building complexes in the City (listed in the presentation); JM Family campus is not included. Lastly, he outlined those buildings that have garage space and capacity; wherein, if a parking garage must be built, they would

DEPARTMENTAL BUSINESS - CONTINUED

not be able to compete against existing complexes. Thereafter, he introduced CBRE Real Estate.

Walter Duke, CBRE Real Estate, provided a brief overview as to how their firm came to appraise the property, as well as his background in this arena and time as Dania Beach Mayor and City Commissioner. Thereafter, he explained the appraisal process and that building the parking garage would require about \$12 million. He advised on the figure used to appraise the property, \$65 per square foot and the unlikelihood that someone would build a 100,000 square foot property on the site due to it not being feasible and cost prohibitive. Mr. Duke provided a detailed explanation as to why the original property is not consistent with today's market or financially feasible. In closing, he said the 40,000 square foot office park is compatible to other complexes in the City and is appropriate for this sized location.

Mr. Mele provided commentary on what has been presented and reiterated that the City will receive \$3.2 million based on the schedule provided. Furthermore, he outlined the options to the City if the lease expires: build a municipal building, sell the property, and build based on the type of interest and B3 zoning. He said there are a lot of contingencies and with People's Trust proposal, the City is aware of their plans.

Samantha Gillyard, City Clerk, announced campaign disclosures on behalf of Greenspoon Marder: Commissioner Parness, January 19, 2021 - \$500; Commissioner Drosky, December 23, 2020 - \$500; Commissioner Hudak, February 5, 2019 - \$500.

Vice Mayor Preston spoke in support of the amendment based on the contributions People's Trust has made in the City, the jobs they have brought to the City and their willingness to make a \$3 million contribution to the City.

Commissioner Hudak spoke in support of the amendment, due to the property being vacant for over 20 years. He said People's Trust is a good community business willing to develop a business; thereafter, he commented on the change in how people are working, i.e. telecommuting. Businesses are realizing that a lot of real estate is no longer necessary, making the task of finding tenants more difficult.

Commissioner Parness asked about the penalties if the funds are not distributed as Mr. Mele outlined.

Mr. Mele replied that if People's Trust defaults, the amendment is void. If some is paid, and they default, the City keeps what has been paid.

Commissioner Drosky said he thinks it is best to think about the future as it is important to be bold and maximize the remaining land. The applicant's best argument is that they can build the property and have it on the tax rolls while the City plows along through the RFP process and referendum, and although he understands that, his vision is different. Reducing to a 40,000 square foot building is not bold in his opinion and goes backward. The factors given as to why the Commission should accept a 40,000 square foot building were present when the 80,000 square foot building was approved. Commissioner Drosky said he does not think the residents should have to pay for such a miscalculation and is considering what is in the best interest of the residents' long term. Although \$3.2 million can be used for other purposes, it will not be enough for something in the future. Thereafter, Commissioner Drosky outlined other uses for the property; hotel, medical, residential, office space or a combination of those. He also provided other reasons the Commission should not approve the item: \$3.2 million is only a one-time payment; another project could generate tax revenue into perpetuity; the surrounding area could be tied into Mayo Howard Park where events could be held; economic improvement is expected to get better.

Continuing, Commissioner Drosky said a lot of opportunities did not happen because of the ground lease with the property. If that is gone, there could be additional opportunities in the future; therefore, he does not believe approving the project is ideal. Furthermore, improvements are being made to SW 10th Street, whereas, commuters will be coming from various directions and the site will be more important than today due to convenience. He outlined various projects where the developers are being bold and providing a better situation for the future.

DEPARTMENTAL BUSINESS - CONTINUED

Commissioner Parness continued to speak in support of the lease amendment, whereas, it will provide jobs and put money in the City's coffers. He also expressed his views on other potential businesses, but those are not guaranteed.

Commissioner Hudak said the reality is that other options provided by Commissioner Drosky may not happen and realistically, no one will build an 80,000 square foot facility with a parking garage as it is not financially feasible. The reality is that the facility, regardless of who builds it will be a 40,000 square foot building either now or in the future.

Mayor Ganz opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said nothing has happened with FAU and if approved, she will continue to wait and see what happens. The City has been at this juncture and it failed.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said she would like something done, but does not want it to be bold and expressed concern about adding additional traffic.

Charles Cheleden, 109 SE 13th Street, Deerfield Beach, provided an e-mail for the record [read by City Clerk]. Mr. Cheleden provided a series of questions if the amendment is granted, concerning use of funds, request for additional contractual language that the City retains any funds if People's Trust fails to meet their obligations.

Amie Kay Tanner, 111 Odas Tanner Way, Deerfield Beach, asked for the ratio of office buildings in town as she has seen many for lease throughout the City. She asked if anything else could go in the location and how necessary is the proposed facility.

Robert Birdsong, 373 N. River Avenue, Deerfield Beach, said he does not agree with taking a chance and thinks the decision should be for the people's best interest.

Mayor Ganz closed the public hearing; thereafter, he asked various questions pertaining to the proposed project.

Mr. Mele explained that when the original idea was presented last year, it was for an 83,000 square foot building, but determined afterward that it would not be feasible based on the need to build the parking garage and concerns to fill the space. If the amendment is approved on second reading, after 5 business days, the City will receive \$1.1 million; if not, the agreement goes away due to defaulting.

Mayor Ganz asked what is the current research and development being done by People's Trust proposed for this location.

Mr. Mele replied that People's Trust went through the white paper process with the Florida Atlantic Research and Development Authority, as well as RRT for the proposed use on this property. The standard is collaboration with the University based on the Statute; any other tenant will have to go through the same process to make sure they are collaborating with the University. Additionally, he explained that although the title is research and development authority, the problem is that the statutory language is collaboration.

Andrew Duffel, 3651 FAU Boulevard, Boca Raton, explained that research and development is not limited to laboratory work, but can include any type inquiry that expands the bounds of human knowledge. At FAU, there is significant research in various colleges about different ways of doing business and not necessarily lab research. Mr. Duffel said the businesses are able to meet with different areas of study within the university to determine the extent of the collaboration; wherein, examples were provided.

In response to Mayor Ganz's question, Mr. Mele replied that about 42% of the building will be occupied by RRT; the square footage of the building is 41,036 with 17,167 designated to RRT, 23,869 to other tenants at 58%.

DEPARTMENTAL BUSINESS - CONTINUED

Mayor Ganz read the language on the ballot presented to the residents in 2000 which he believes was misleading because the intended use was research and development/office park, which has not happened. He opined that approving the amendment would be selling the residents short. He outlined other projects in the City that have not been in the best interest of the residents. He said if approved, the building will be there for the next 80 years and does not think that is good for the residents. Lastly, Mayor Ganz said 3 extensions have occurred since 2019 and he does not have any faith that promises will be fulfilled.

In response to Commissioner Parness' question, Mayor Ganz replied that the voters would have a chance to make the decision and if denied, the City would have a chance to seek other options. Mayor Ganz reiterated that he does not believe this is the best option for the City.

Thereafter, there was a lengthy discussion amongst the Commission regarding the pros and cons of the decision and the importance of allowing the residents to decide.

After polling the audience, Commissioner Parness said although he really likes the project, he is siding with Commissioner Drosky and Mayor Ganz as it is important to let the residents decide.

George Schaeffer, 1400 S. Ocean Boulevard, Boca Raton, owner of People's Trust, thanked Mayor Ganz for talking with him; thereafter, he explained his intent to remove blight from the corridor and create 200 jobs in the City. Mr. Schaeffer provided his background and success in business. Lastly, he said he thinks denying the amendment is a mistake.

Mayor Ganz said the decision is not personable nor against FARDA; this is about what is best for the City.

Vice Mayor Preston commented on how People's Trust stepped in and helped revitalize the area around Deerfield Beach High School as well as their assistance in helping students who are not college bound. Therefore, he supports the proposed ordinance.

Commissioner Hudak said People's Trust is a valued member of the community and with the financial contingencies, he does not understand the apprehension. Further, because there is no guarantee on what will happen in the next 5 to 10 years, he believes moving forward is the best decision.

Mr. Mele said he recalls how disappointed the Commission was last year, during the 7th amendment, but for the first 6 amendments, it was not People's Trust.

**MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve Item 14.
Roll Call:**

Yeas: 2 - Commissioner Hudak & Vice Mayor Preston

Nays: 3 - Commissioner Drosky, Commissioner Parness and Mayor Ganz

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - No Report.

CITY MANAGER - *Comments provided under Mayor Ganz's comments.*

COMMENTS BY MAYOR & CITY COMMISSION**COMMISSIONER PARNESS****DISTRICT 3**

Item #14 FARDA - Commissioner Parness explained that he decided to vote in the negative because he thinks it is important that the voters decide how the property will be used. He said he will work on having something built on the property, but does not feel right about the proposal.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Referendum - Commissioner Parness announced that an item will be on an upcoming agenda to discuss adding a referendum to the November ballot regarding term limits; if approved, the term limit would be three, 12 years total. He then outlined various cities without term limits.

COMMISSIONER DROSKY**DISTRICT 4**

Saturday Office Hours - Commissioner Drosky said he will hold office hours on March 5th; appointments are available.

COMMISSIONER HUDAK**DISTRICT 1**

Condominium Sale - Commissioner Hudak said he was advised of a condo purchase, wherein, the new owner intends to use all 12 units as an Airbnb; he asked that the City Manager and City Attorney investigate.

Pioneer Days - Commissioner Hudak said Pioneer Days is this weekend with various activities until Sunday. On Saturday, the parade will begin at 10 a.m., followed by fireworks.

VICE MAYOR PRESTON**DISTRICT 2**

Florida East Coast Baptist Association - Vice Mayor Preston said the Association will hold its 119th annual session at Bethlehem in Deerfield Beach; the event started today, and he invited his colleagues and the public to attend.

Deerfield Beach High School - Vice Mayor Preston said Mr. Marlowe, Principal, will be leaving Deerfield Beach High School and moving on to Arthur Ashe; he asked that the City Manager provide a token showing Mr. Marlowe the City's appreciation.

Superbowl Champions - Vice Mayor Preston said Brandon Powell was a Deerfield Beach resident and played football with the Packer Rattlers, Deerfield Beach High School, and University of Florida. He went on to the Miami Dolphins and now plays with the Los Angeles Rams who recently won the Superbowl; therefore, he will be recognizing him when Mr. Powell returns to the City.

Black Heritage Banquet - Vice Mayor Preston said the banquet will be held on February 26th at the DoubleTree Hotel; availability is limited.

MAYOR BILL GANZ

Debate - Mayor Ganz commented on how the Commission is sometimes swayed by each other's arguments; he outlined his hesitancy about the Tigner Center expansion, but was swayed by the public. Nothing is personal and decisions are based on what is in the best interest of their constituency.

Stoneman Douglas High School Tragedy - Mayor Ganz said the anniversary of the tragedy at Stoneman Douglas was yesterday; he expressed condolences for those who lost their lives, including a Deerfield Beach resident.

Deerfield Beach High School - Mayor Ganz said he is sad to lose Dr. Marlow as he has been an outstanding leader.

Racial Insults - Mayor Ganz said he heard about people having racial tirades against pier employees for doing their jobs. He said he would like staff to determine whether a camera can be placed at the Pier to record audio and video; wherein, he would place those posts on his Facebook page so there is some type of accountability.

COMMENTS BY ADMINISTRATION & LEGAL - CONTINUED

Upcoming Events - David Santucci, City Manager, said Pioneer Days will include a parade at 10 a.m. on Saturday, followed by fireworks in the evening, starting at 9 p.m. and end on Sunday with a bonfire from 6 p.m. till 9 p.m. Lastly, the Black Heritage Banquet maybe at capacity, but there is a chance to add tables. There will be a special tribute to Dr. Martin Luther King, Jr. as well as remarkable entertainment.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to adjourn the meeting at 9:28 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
December 8, 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
Tinka Ellington
Jack Hugentugler
Mark Damiano, Alternate

Absent: Terrance Glunt, Vice Chair
Patrick Morris

Also Present: Jenna Lane, Planner
Nick Noto, City Attorney's Office
Tracy Britten, Administrative Support Specialist

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Hugentugler made a motion, seconded by Mr. Damiano to approve the October 13, 2021 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW ITEM

**#7011 Ideal Refresh
202 W Hillsboro Blvd.
Building Paint Change**

Jenna Lane, Planner, displayed images captured via Google maps.

The proposed building colors are Frisan Gray, Greenbelt and Grizzle Gray.

Mr. Hugentugler made a motion, seconded by Mr. Damiano to approve Item #7011 as submitted. The motion CARRIED by unanimous vote.

**#7013 Tropical Isle Beach Resort
370 SE 20 Ave
Building Paint Change**

Jenna Lane, Planner, displayed images captured via Google maps.

The applicant stated that the primary building color choice is Snowbound, the stairs and trim between the two (2) buildings will be Steely Grey, the roof will be Charcoal Gray and the facility will be installed with Dark Bronze Progressive Glass Technology (PGT) impact windows. Discussion ensued about the proposed paint choice for the doors which is Canyon Clay or Smokey Blue. Thereafter, Exhibit 1 was displayed, which was a photograph of a door painted with a wood-like appearance.

The Board requested that the doors be painted with a wood-like appearance as demonstrated in Exhibit 1 and not painted with the proposed door colors.

Mr. Hugentugler made a motion, seconded by Mr. Damiano to approve Item #7013 with conditions. The motion CARRIED by unanimous vote.

**#7012 Radiant Living Worship Center INC
321, 331, 341 & 411 NE 1st Ave.
Minor Site Plan**

Jenna Lane, Planner, displayed images captured via Google maps.

The applicant explained that the scope of work includes modifications to the exterior elevations, consistent with removing two (2) windows and one (1) small cross window, as well as changing the roof material. The building paint colors will remain the same which are, Bungalow Beige, Divine White and Rookwood Terra Cotta.

Mr. Damiano made a motion, seconded by Ms. Ellington to approve Item #7012 as submitted. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

Nick Noto, Office of the City Attorney, advised that Anthony Soroka, City Attorney, was not able to attend due to a scheduling conflict.

Comments by Deerfield Beach Planning and Development Services Department

Jenna Lane, Planner, welcomed Tinka Ellington, regular member, and wished everyone happy holidays.

ADJOURNMENT

Chair Belton adjourned the meeting at 7:39 p.m.

Harry Belton, Chair
Community Appearance Board

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE BOARD

Meeting of July 22nd, 2021 – 6:30 PM at
Commission Chamber (150 NE 2nd Ave.) & Zoom

APPROVED MINUTES

In Person

Barri McMillon
Sandra Jackson
Annette Mitchell
Lawanna Strowbridge

Zoom

Gloria Docilait

Excused Absence

Diane Chisholm

- 1) Call to order/roll call
 - Lawanna calls meeting to order at 7:00pm
- 2) Old Business
 - a) Juneteenth
 - Barri suggest for the new theme: Buffalo Solider. le) parade of horses and wagons
 - Sandra motions that Annette will work on sponsorships. Barri 2nd. All in favor.
 - b) Post event notes
 - i) Positives
 - Car Show and Cook Off
 - ii) Negatives/Things to improve on
 - Advertisement sooner
 - More snacks/waters
 - Sponsors acknowledgments during banquet
 - Board and staff work cohesively/more hands on
 - iii) Final number of - registrants, vendors, proceeds, cost
 - iv) Budget
- 3) New Business
 - a) MLK
 - Suggest to have Calvin Hughes as a keynote speaker, melody under the stars, oratorical contest.
 - Sandra motions to have Gloria in charge of advertisement. Annette 2nd. All in favor.
- 4) Comments from the Chair & Vice Chair
- 5) Comments from Committee
 - Committee request MLK usual set up and job duties that will be needed to assign.
- 6) Comments from Staff
- 7) Comments from Alternates
- 8) Comments from Public
 - Alice Chattman, enjoyed the Juneteenth event, to advertise to the schools.
- 9) Next Meeting – Thursday, August 12th
- 10) Adjournment
 - Sandra motions to adjourn meeting. Barri 2nd. All in favor.

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE BOARD

Meeting of August 12, 2021 – 6:30 PM at

Commission Chamber (150 NE 2nd Ave.) & Zoom

APPROVED MINUTES

In-Person

Gloria Docilait
Sandra Jackson
Barri Mcmillon
Diane Chisolm

Zoom

Excused Absence

Annette Mitchell
Lawanna Strowbridge
Michael

Absent

- 1) Call to order/roll call
 - Sandra called the meeting to order at 6:37pm
- 2) Approval of minutes
 - Diane comments on Juneteenth to unite better. Was a disconnect with city staff and roles. Banquet board needs to do their part as well. Vigilant of own centers along with city staff. Be fair.
 - Barri motioned for approval of July 22nd minutes. Gloria 2nd. All in favor.
- 3) Old Business
 - a) MLK
 -
 - b) MLK Celebration 2022-Barri
 - Barri presented slide show of proposal of daily/weekly events for MLK Celebration.
 - Diane motions city staff to reach out to Florida Memorial University Band and secure them for MLK Parade 2022. Gloria 2nd. All in favor.
 - i) Timeline
 - Diane motions that Gloria to go in front of city commission on behalf of the board to ask for additional funds for MLK Celebration 2022. Gloria 2nd. All in favor.
 - ii) Entertainment
 - Diane ask city commission to come up with a day of service. Gloria 2nd. All in favor.
 - c) Chairs
 - Gloria motions that Option 1 is Monday only for all activities & Option 2 is provided funds would be Saturday & Monday. Diane 2nd. All in favor.
 - Gloria Rescind her motion. To table until next meeting. Diane 2nd. All in favor, 1 Apposed = Barri.
 - d) Keynote Speaker
 - Gloria motions to table "Chair" item on the agenda until next meeting. Barri 2nd. All in favor.
 - e) Advertisement
 - f) Parade
 - Barri motioned to add an additional 15 minutes to the meeting. Gloria 2nd. All in favor.
 - i) Parade management company
 - ii) Application
- 4) New Business
 - a) Black Heritage Banquet
- 5) Comments from the Chair & Vice Chair

6) Comments from Committee

- Gloria would like to Explore "Kiwanis" in Black Heritage
- Diane thanked committee and city staff for Juneteenth Celebration Event.

7) Comments from Staff

8) Comments from Alternates

9) Comments from Public

10) Next Meeting – Thursday, September 9th

11) Adjournment

- Gloria motions to adjourn meeting @9:00 PM. Diane 2nd. All in favor

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE BOARD

Meeting of September 9, 2021 – 6:30 PM at
Commission Chamber (150 NE 2nd Ave.) & Zoom

APPROVED MINUTES

In-Person

Lawana Strowbridge

Michael

Barri Mcmillon

Diane Chisolm

Zoom

Excused Absence

Absent

- 1) Call to order/roll call
 - Lawana called the meeting to order at 7:00pm
- 2) Approval of minutes
- 3) Old Business
 - a) MLK Celebration 2022-Barri
 - Barri discusses slideshow of celebration.
 - Diane motions to move forward with Monday for the main event. January 17, 2022 the parade. Then eventually to Saturdays. Michael 2nd. All in favor/Barry opposed. 3 to 1.
 - i) Timeline
 - Diane motions that Gloria to go in front of city commission on behalf of the board to ask for additional funds for MLK Celebration 2022. Gloria 2nd. All in favor.
 - ii) Entertainment
 - Barri motions to make a Monday timeline, Jan. 15, Jan. 17, series of events. Diane 2nd.
 - b) Chairs
 - c) Keynote Speaker
 - d) Advertisement
 - e) Parade
 - i) Parade management company- continue to use same company for Juneteenth. Barri motions to increase vendor fees by \$25 for Monday celebration. Diane 2nd.
 - ii) Application
- 4) New Business
 - a) Juneteenth Keynote Speaker- Diane motions to table until next meeting. Michael 2nd. All in favor. Diane acknowledged everyone and thanked them. Barri as well.
- 5) Comments from the Chair & Vice Chair- Lawana welcome Michael to board. Said Ashley will be missed. Barri motions to meet again on 9/27. Diane 2nd. All in favor. Barri motions for 15 minute extension of meeting. Diane 2nd. Barri motions to rescind motion for 27th. Diane 2nd. All in favor. Barri motions for meeting on 9/28 and for time limit of 1 hour. Diane 2nd. All in favor.
- 6) Comments from Committee
 - Gloria would like to Explore “Kiwanis” in Black Heritage
 - Diane thanked committee and city staff for Juneteenth Celebration Event.
- 7) Comments from Staff- Ashley announces she will be leaving and she will miss everyone.

8) Comments from Alternates

9) Comments from Public

10) Next Meeting – Tuesday, September 28

11) Adjournment

- [Michael motions to adjourn meeting @8:57PM. Barri 2nds.](#)

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE BOARD

Meeting of October 14th, 2021 – 6:30 PM at
Commission Chamber (150 NE 2nd Ave.) & Zoom

APPROVED AGENDA

In-Person

Lawana Strowbridge
Michael
Diane Chisolm
Sandra Jackson
Annette Mitchel
Gloria Docilait

Zoom

Barri Mcmillon

Excused Absence

Absent

- 1) Call to order/roll call
 - Lawanna called the meeting to order at 6:30pm.
- 2) Old Business
 - a) MILK Celebration 2022
 - i) Timeline
 - Gloria motions to keep the parade the same time as last year. Sandra 2nd. All in favor
 - ii) Entertainment
 - b) Chairs
 - Barri -Logistics Chair
 - Annette- Sponsorship Chair
 - Diane- Hospitality Chair
 - Michael and Lawanna- Volunteer Chair
 - Sandra- Entertainment Chair
 - Gloria- Marketing
 - c) Keynote Speaker
 - d) Advertisement
 - Suggested: City busses, garbage truck, vacant land, flyers to school, morning announcements.
 - e) Parade
 - i) Parade management company
 - Gloria motions to keep the same route for Juneteenth. Annette 2nd. All in favor.
 - ii) Application
- 3) New Business
 - a) Black Heritage Banquet
 - Sandra motions to have the banquet at 6:30pm-10pm at the Double tree. Annette 2nd. All approved
 - Gloria motion to appoint Annett to speak with the Double Tree for February 26, 2021. Diane 2nd. All Approved.
 - Sandra motion to use Carolyn B. for the Black Heritage Banquet. Gloria 2nd. All in favor.
 - b) Juneteenth
 - i) Key note speaker
 - Gloria motion to table Juneteenth until next meeting. Sandra 2nd. All approved
 - ii) Theme
- 4) Comments from the Chair & Vice Chair

- 5) Comments from Committee
- 6) Comments from Staff
- 7) Comments from Alternates
- 8) Comments from Public
- 9) Next Meeting – Thursday, November 11th
 - Sandra motion to change the meeting till November 4th. Gloria 2nd. All in favor.
- 10) Adjournment
 - Gloria motion to adjourn the meeting. Sandra 2nd. All in favor.

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE BOARD

Meeting of November 4th, 2021 – 6:30 PM at

Central City Campus (401 SW 4th Street.) & Zoom

APPROVED MINUTES

In-Person

Lawana Strowbridge

Diane Chisolm

Sandra Jackson

Annette Mitchel

Gloria Docilait

Barri Mcmillon @ 6:54PM

Zoom

Excused Absence

Absent

1) Call to order/roll call

- Lawanna calls meeting to order at 6:39pm

2) Approval of minutes.

- Diane approves minutes from October 14,2021. Sandra 2nd. All in favor.

3) Old Business

- Sandra motions to have more details on the minutes. Annette 2nd. All in favor
- Diane motions to move forward to request 3 bids from parade management company and All American Barricades for the 3 different routes. Gloria 2nd. All in Favor

a) MILK Celebration 2022

i) Budget

- Vice Mayor Ben Preston, announces that Calvin Hughes has committed to being MLK Celebrations Keynote speaker.

ii) Timeline

iii) Kidz Corner(Gloria)

- Barri recommend the Kidz Corner organizer finds alternate games for different age groups

iv) Mobile Museum- (Diane)

- Barri motions that we do not have the mobile museum. Sandra 2nd.All in favor

b) Chairs

i) Sponsorship (Annette)

- Annette, has been in communication with JM Lexus, Popeyes, Supermarkets, 6x, Wyndham

ii) Social/Hospitality (Diane)

- Youth- Publix and Chic Fil A
- Shanda

iii) Marketing & Merchandise (Gloria)

- Save the date prepared in 2 weeks by next meeting, and the 5 weeks out for final flyer
- Facebook
- Empty lots in all districts
- Local 10 news
 - T-Shirts
 - Will look into different vendors for the shirts

iv) Logistics (Barri)

- Barri motions to have the full outline, starting with the timeline detail of activities for next meeting. Gloria 2nd. All in favor

v) Volunteer (Michael and Lawanna)

- Pushing advertisement

vi) Entertainment (Sandra)

- Would like to have:
- Careless vibes, Shaquel O'niel, Battle of the bands

c) Keynote Speaker

- Keynote speaker: Calvin Hugh

d) Advertisement

- Radio and Channel 10

i) Facebook

e) Parade

i) Parade management company

ii) Application

- Barri motions to add an additional 15 minutes to the meeting. Gloria 2nd. 1 Apposed, 5 In favor. Majority passes the motion.

f) Black Heritage Banquet

- Theme
- Sandra motions to table the theme until next meeting. Annette 2nd. 2 apposed, 4 in favor. Motions passes.
- Double Tree
- Annette is awaiting Fran from the Double Trees response

4) New Business

a) Juneteenth

- Diane motions to readdress Juneteenth at a future date. Annette 2nd. All in favor.

i) Key note speaker

ii) Theme

5) Comments from the Chair & Vice Chair

6) Comments from Committee

7) Comments from Staff

8) Comments from Alternates

9) Comments from Public

10) Next Meeting – Thursday, November 16th

11) Adjournment

- Sandra motions to adjourn this meeting. Annette 2nd. All in favor

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE BOARD

Meeting of November 16th, 2021 – 6:30 PM at

Central City Campus (401 SW 4th Street.) & Zoom

APPROVED MINUTES

1) Call to order/roll call

Chair Strowbridge called the meeting to order at 6:00 pm.

Members Present: Barri McMillion, Mayor
Diane Chisholm, District 1
Vice Chair Sandra Jackson, District 2
Annette Mitchell (Zoom), District 2
Chair Lawanna Strowbridge, District 2
Gloria Docilait, District 3

Also Present: Monique Spencer, City of Deerfield Beach
Carolyn Marshal, City of Deerfield Beach
Elizabeth Ricci, City of Deerfield Beach
Milton R. Collins, City Attorney's Office

2) Old Business

a) MILK Celebration 2022

i) Budget

ii) Timeline

Barri presents a PowerPoint for a proposed timeline and run down of event

MOTION was made by Diane to ask Barri to incorporate a Unity Concert Day in the Park on Saturday January 15, 2022. Diane seconds. The motion CARRIED unanimously.

MOTION was made by Barri to secure South Florida Carefree Catering as the MLK parade management company. Gloria seconds. The motion CARRIED unanimously.

MOTION was made by Barri to make the route for MLK Parade to be St. Amrbose Church to Oveta McKeithen Recreation Complex. Diane seconds. The motion CARRIED unanimously.

It was suggested that the Board will have their own float

Diane suggest two singers to open the Keynote Speaker, Jasmine McGloven and another young lady

MOTION was made by Barri to have Diane secure the solo music artist. Sandra seconds. The motion CARRIED unanimously.

MOTION was made by Sandra to have Monday, January 17th event at 10am-6pm. Diane seconds. The motion CARRIED unanimously.

iii) Kidz Corner(Gloria)

Gloria needs to contact Evan for the civil room

b) Chairs

i) Sponsorship (Annette)

Annette is awaiting to hear back from MSF, Mr Shrimp, Ministerial Alliance, SAFCU, Publix, Popeyes, Subways, Jersey Mikes, KFC and Walgreens

ii) Social/Hospitality (Diane)

Diane reached out to Chic Fil A, which would work to provide food for the bands after the parade

iii) **Marketing & Merchandise (Gloria)**

Gloria suggest, social media, email blast and churches

- **T-Shirts**
- MOTION was made by Gloria to proceed with flyers, social media and email at a cost not exceeding \$100. Diane seconds. The motion CARRIED unanimously.
- MOTION was made by Sandra to extend the meeting 15 more minutes. Gloria seconds. The motion CARRIED unanimously.
- MOTION was made by Barri for Gloria to place the order for Design #1 from the t-shirt options. Sandra seconds. The motion CARRIED unanimously.

iv) **Logistics (Barri)**

- Barri went through during i)Timeline on the agenda

v) **Volunteer (Michael and Lawanna)**

- Lawanna has communicated with the school for morning announcement
- Waiting on the city to provide packages for the parade

vi) **Entertainment (Sandra)**

- Sandra suggested hiring Kelly Price for the Headliner
- Sandra has communicated with Mr. Gilberts and Mr. Hall and will reach out for the Battle of the Bands. Suggesting Bethune Cookman and FAMU

c) **Keynote Speaker**

- Elizabeth let the board know that she has a telephone conference set up with Calvin Hughes to solidify his agenda for the program and any questions he may have.

d) **Advertisement**

i) **Facebook**

e) **Parade**

i) **Parade management company**

ii) **Grand Marshall**

- Sandra suggest and will get in contact with Magic Johnson and has reached out to Chris Chambers
- Diane suggest the FAU football coach

iii) **Junkanoo**

- MOTION was made by Barri to table the remaining of the agenda until next meeting. Diane seconds. The motion CARRIED unanimously.

f) **Suggested topic (Monique)**

g) **Black Heritage Banquet**

- **Theme**
- **Double Tree**

3) **Comments from the Chair & Vice Chair**

- No Comments from the Chair & Vice Chair

4) **Comments from Committee**

- No Comments from the Committee

5) **Comments from Staff**

- No Comments from the staff

6) **Comments from Alternates**

- No Comments from alternates

7) **Comments from Public**

- No Comments from public

8) **Next Meeting – Thursday, December 9th**

9) **Adjournment**

- MOTION was made by Gloria to adjourn the meeting at 8:47pm. Diane seconds. The motion CARRIED unanimously.

Minutes

Approved _____ **Date** _____

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE BOARD

Meeting of December 9th, 2021 – 6:30 PM at

Commission Chamber (150 NE 2nd Ave.) &

ZoomAGENDA

1) Call to order/roll call

Chair Strowbridge called the meeting to order at 6:34 pm.

Members Present:

Chair Lawanna Strowbridge, District 2
Vice Chair Sandra Jackson, District 2 (Zoom)
Barri McMillion, Mayor
Diane Chisholm, District 1
Annette Mitchell, District 2
Gloria Docilait, District 3

Also Present: Monique Spencer, City of Deerfield Beach
Carolyn Marshal, City of Deerfield Beach
Milton R. Collins, City Attorney's Office

2) Old Business

- Monique informs the committee that the Save the Date flyers were distributed at the Principals Round Table
- Vice Mayor Preston, lets the Committee know that Calvin Hughes can only be our Keynote speaker and not a Grand Marshall

a) MILK Celebration 2022

i) Budget

ii) Unity Concert

- Time?
- Lawanna recommends we include activities for the kids, such as Kickball or Basketball from 2pm
- MOTION made by Gloria for Saturday, January 15th, to have basketball competition from 2pm-4pm and the Unity concert from 4pm-6pm. Annette 2nd. Motion carried out Unanimously.
- Diane recommend that we have FAMU and Bethune be the choir for the Saturday event and Sandra get them to commit.

iii) Flyers

- Committee recommends to change the colors of the flyer, replace the flag with a bigger version of Calvin Hughes and change fonts so that it all fits.

iv) Kidz Corner (Gloria)

- Gloria spoke with Ebony, the tent will have coloring book with civil right leaders, a section with a picture and a blurb about their contribution to the civil rights movement, and also a video to highlight what the youth should know (include Breakaway school). Her cost will be \$500/\$600 and will need extension cords.

b) Chairs

i) Sponsorship (Annette)

- Diane informs the committee that JM Family has donated for all events and will speak with Lisa on what the breakdown of the distribution of funds will be.
- Annette reached out to Pops Johns, Wyndham Palm Aire, Enterprise, Outback (gift certificates), Popeyes,

Pops Fish Market, supermarkets, Dunkin Donuts, Waste Management, JM Lexus, and Target.

- Annette, will reach out to WAWA, Panera Bread and Popeyes with the save the date flyer to receive donations.

ii) Social/Hospitality (Diane)

- Diane informs the committee that Publix asked to be contacted after the holidays for what they will sponsor.
- Chick- fli-A agreed to support the event, just not clear on what item or items it will be.
- Diane informed the committee that Grand Marshall for free of charge, but would like to give back to the school (act of kindness)

iii) Marketing & Merchandise (Gloria)

- T-Shirts
 - S 16
 - M 20
 - L 20
 - XL 20
 - XXL 7
 - XXXL 7 Total= 110 shirts at 7.75(each) XXL& XXXL (8.75)
 - MOTION made by Barri to accept the bid to purchase the shirts for \$7.75 and \$8.75 for 110 T-shirts. Annette seconds. Motion carried out unanimously.
 - MOTION made by Barri to sell the T-Shirts to the public Small-XI for \$12 and XXL and bigger for \$15. Diane seconds. Motion carried out unanimously.

iv) Logistics (Barri)

- Bari did an overview throughout the meeting. She provides a final timeline for the next meeting.
- Monique informs the committee that she has solidified the Parade Management company and sent a contract to move forward.
- Diane recommends to insert Jasmin McGlover into the entertainment timeline.

v) Volunteer (Lawanna)

- Lawanna informs the board that she has submitted the packages with the food vendors, churches and any other that will like to participate. Also reached out via social media. The Butts will not be able to participate. Reached out to schools to make morning announcements. Will reach out to the FAMU director.
- Monique informs the board that Cathedral Church of God and DFB Highschool has submitted their application. Also, will reach out to the Jeep club and the Greek fraternity to be a part of the parade.
- Lawanna, would like to invite Dark Star Ink to be a vendor for the event.
- Monique informed the board that the Save The Dates went out to a round table for principals.

vi) Entertainment (Sandra)

- Sandra reached out to Chris Chambers, FAMU and Bethune, will reach back out to Careless Vibes to participate on Monday, and The Jltt (spoke to his father who can bring several groups as a part of entertainment. Young star and a producer to come out to listen to these groups.
- Sandra will send a list of entertainers in an email and cost.

- Monique informs the board that DJ Kelly We spoke about having a DJ for the day and I have asked (DJ Kelly) to work with us on Dr MLK day and he has agreed. He is aware I am part of a committee, and all confirmations will be finalized by the City of Deerfield Beach. He mentioned he will need a deposit to confirm the date. The cost will be \$800 to \$1000 for the day, depending on what we ask of his service. If we need sound, that is separate from the DJ fee. Sound is estimated at \$1500 and up.
- MOTION made by Barri to secure DJ Kelly for Monday, January 17th for his services DJ and sound. Gloria seconds. Motion carried out Unanimously.

c) Keynote Speaker

- Monique informs the board, that Calvin Hughes will only be the Key Note speaker and not the Grand Marshal. He also needs to be speak from 1:00pm-1:30pm and will do a meet and greet after.
- MOTION made by Barri to extend the meeting 15 minutes. Gloria seconds. Motion carried out Unanimously.

d) Advertisement

i) Facebook

- Monique will be working on placing the save the date on Facebook.

e) Parade

i) Parade management company

ii) Grand Marshall

- MOTION made by Barri to accept Dr Valerie Wanza to grand marshal the MLK Jr. Celebration. Diane seconds. Motion carried out unanimously.

iii) Junkanoo

- Diane recommends that we use the Junkanoo band for Juneteenth because of the budget.
- MOTION made by Barri to bypass the Junkanoo for MLK Jr. celebration.
- Diane makes a motion to have Barri to be the boards spokesperson to contact Public Relations and bring back the board. Annette second. Motion carried out unanimously.
- MOTION made by Barri to instruct City staff to order Ice Trailer 350. Gloria seconds. Motion carried out unanimously.
- MOTION made by Barri to extend the meeting 15 minutes. Gloria seconds. Motion carried out unanimously.
- MOTION made by Barri to secure the security for the event unless we are able to bypass with BSO requirements for the. Gloria seconds. Motion carried out unanimously.
- MOTION made by Gloria to secure Friendly John for 2-4 port a let and 2 handwashing stations not exceeding \$250. Diane seconds. Motion carried out unanimously.
- MOTION made by Barri to secure Dark Star and Lemon Bubble for 3 hours for kids activities for Monday, January 17th. Diane seconds. Motion carried out unanimously.
- MOTION made by Diane to have city staff inquire with what Mini Dream Party for popcorn, snow

cones and cotton candy can do for 3 hours for Monday, January 17th. Annette seconds. Motion carried out unanimously.

- MOTION made by Gloria to table the remainder of the agenda until next meeting. Barri seconds. Motion carried out unanimously.

f) Black Heritage Banquet

- Theme N/A
- Double Tree N/A

3) Comments from the Chair & Vice Chair

- No Comments from the Chair & Vice Chair

4) Comments from Committee

- No Comments from the Committee

5) Comments from Staff

- No Comments from the staff

6) Comments from Alternates

- No Comments from alternates

7) Comments from Public

- No Comments from public

8) Adjournment

- MOTION was made by Barri to adjourn the meeting at 9:14pm. Gloria seconds. The motion CARRIED unanimously.

Minutes

Approved _____ **Date** _____

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE BOARD

Meeting of December 21st, 2021 – 6:30 PM at

Commission Chamber (150 NE 2nd Ave.) &

ZoomAGENDA

1) Call to order/roll call

Chair Strowbridge called the meeting to order at 6:39 pm.

Members Present:

Chair Lawanna Strowbridge, District 2
Vice Chair Sandra Jackson, District 2 (Zoom)
Barri McMillion, Mayor
Diane Chisholm, District 1
Gloria Docilait, District 3

Members Not Present: Annette Mitchell, District 2 (EXCUSED)

Also Present: Monique Spencer, City of Deerfield Beach
Kenton Smith, City of Deerfield Beach
Elizabeth Ricci, City of Deerfield Beach
Carolyn Marshal, City of Deerfield Beach
Milton R. Collins, City Attorney's Office

2) Old Business

a) MILK Celebration 2022

i) Budget

- Monique informs the board that we have contracted, DJ Kelly for Monday, Star Ice, Friendly John, Calvin Hughes, Large Marge, Bubbles and Air Brush, ordered T-shirts and received a sponsorship from Deerfield Housing Authority.
- Board would like the City to reach out to DJ Kelly to see if he is available to DJ on Saturday as well as Monday.

ii) Judging station

-

iii) Unity Concert

- Entertainment
 - MOTIONED made by Diane to change the time of Saturday, Unity Concert to 3pm to 6pm. Gloria seconds. All in favor. Motion CARRIED unanimously.
 - Diane has another soloist that is interested and will provide the information of Shae Goddard.
- Basket Ball Teams
 - MOTIONED made by Barri to remove the basketball tournament activity from the Saturday, Unity Concert. Sandra seconds. All in favor. Motion CARRIED unanimously.

iv) Flyers

- The board is agreeance to change the flyer to be similar to the Save the date flyer.

v) Kidz Corner (Gloria)

- Gloria shares with the board that Ebony, will like to produce a short video on a loop of the students or families affiliated with Breakway in the kids' corner. She will have posters of civil rights leader inside the tent.
- MOTION made by Gloria to pay a budget of \$600 for the Kids Corner to be pay directly to Ebony. Barri seconds. All in Favor. Motion CARRIED unanimously.

b) Chairs

i) Entertainment (Sandra)

a. Line Up

- MOTION made by Sandra to commit to Ball Greazy for 12.5K as the headliner and Young Star at 4k. Gloria seconds. All in Favor. Motion CARRIED unanimously.
- MOTION made by Sandra to have Shae Goddard and Jasmine McGlover sing on Saturday to do a 2 selection not to exceed \$500 per artist. Diane seconds. All in Favor. Motion CARRIED unanimously.

ii) Social/Hospitality (Diane)

- Diane will get back to publix and Chic Fil A after the holidays. Reached out to Outback for gift certificates.

iii) Marketing & Merchandise (Gloria)

- T-Shirts
- Gloria clarifies that she ordered 90 shirts vs 110. Everything came out to 16 SM, 20 Med, 20 Large, 20 XL, 7 XXL, 7 3XL, at total of 952.

iv) Logistics (Barri)

a. Tents/chairs/tables

- Hospitality Tent 10 X 10
- 40 X 40 Tent
- VIP Tent 10x20

v) Volunteer (Lawanna)

vi) Sponsorship (Annette)

- Information shared on behalf of Annette. ****Sponsorship****MSF, JM Lexus, Flash Ann, Dr. Bartell, Eyeglass Vision, Walgreen ****Food Donation****Ideal, Wawa, Popeyes, Panera, Ihop, Subway ****Parade***United State Post Office(to be in parade), DBHA, Ministerial Alliance (Pastor's will do individual let me know which Pastor)
- Also ,BLACK HISTORY Hotel info: Annette met with Fran and has received the BEO and shared with city staff

c) Keynote Speaker

d) Advertisement

i) Facebook

e) Parade

i) Parade management company

- Carolyn informs the Board that she has reached out to the churches and Monarch Highschool to see if they would like to participate in the parade.
- Four parade applications
- MOTIONED made by Sandra to extend the meeting an additional 15 minutes. Gloria seconds. All in favor. Motion CARRIED unanimously.

f) Service Project

- City staff shares that the Day of Service project will be held on Saturday, January 15th at Johnny McKeithen Park from 8am-1pm.

3) Comments from the Chair & Vice Chair

4) Comments from Committee

5) Comments from Staff

6) Comments from Alternates

7) Comments from Public

8) Next Meeting – January 6,2022

9) Adjournment

- MOTION was made by Gloria to adjourn the meeting. Sandra seconds. The motion CARRIED unanimously.

Minutes

Approved_____ **Date**_____

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE

BOARD

Meeting of January 13th, 2022 – 6:30 PM at
Commission Chamber (150 NE 2ND Ave.) & Zoom

AGENDA

1) Call to order/roll call

Chair Strowbridge called the meeting to order at 6:34 pm.

Members Present:

Chair Lawanna Strowbridge, District 2

Vice Chair Sandra Jackson, District 2

Annette Mitchell, District 2

Gloria Docilait, District 3

Members Not Present:

Barri McMillion, Mayor (EXCUSED)

Diane Chisholm, District 1 (EXCUSED)

Also Present:

Monique Spencer, City of Deerfield Beach

Teresa Raynard, City of Deerfield Beach

Carolyn Marshall, City of Deerfield Beach

Milton R. Collins, City Attorney's Office

2) Old Business

a) Banquet

i) Black Heritage Banquet

ii) Price Point for Tickets (200 available)

- MOTION was made by Gloria to set ticket sale price to \$30 per person for the event of Black Heritage Banquet on February 26, 2022. Sandra seconded. The motion CARRIED unanimously.

iii) Sell on CivicRec vs. Eventbrite – No additional fees attached.

- Civic Rec

iv) Ticket Sales begin Tuesday, January 18th

v) MC

- MOTION was made by Sandra to have Lawanna Strowbridge and Vice Mayor Preston as the MC for the event. Gloria seconded. The motion CARRIED unanimously.

vi) Keynote Speaker

- MOTION was made by Gloria to table the Key Note speaker decision until the next meeting after brain storming ideas. Annette seconded. The motion CARRIED unanimously.
- Gloria suggested Sheila Cherfilus-McCormick as a potential Keynote

vii) Who and what do they want included from MLK for Black Heritage

- Sandra will reach out to groups
- Lawanna will check if Janika and Cynthia are available
- Board will inquire for jazz bands, Nikki Floyd

b) 2022 BLACK HERITAGE BANQUET HONOREES

- Board would like to honor community members that attended Braitwaite school at the banquet.
- MOTION was made by Sandra to table the remaining award categories. Gloria seconded. The motion CARRIED unanimously.

i) Community Heritage Award

ii) Humanitarian Award

iii) Public Service Award

iv) Entertainment

- Sandra will reach out to Derick Reid to see if he is available for the banquet

3) Comments from the Chair & Vice Chair

4) Comments from Board

- The Board thanked staff for putting the safety of the community first and taking their input to cancel the event.
- Sandra, Annette, Gloria, Diane and Lawanna thanked staff for taking precaution.

5) Comments from Staff

- City staff thanked the board for their input and cooperation with the cancellation of the MLK celebration due to the rise of COVID-19.
- The Board thanked staff for putting the safety of the community first and taking their input to cancel the event.
- Sandra, Annette, Gloria, Diane and Lawanna thanked staff for taking precaution.
- Director Rynard thanked staff and board for working together on short timeline to communicate the unfortunate cancellation of the event.

6) Comments from Alternates

7) Comments from Public

8) Next Meeting – February 3, 2022

9) Adjournment

- MOTION was made by Gloria to adjourn the meeting. Sandra seconded. The motion CARRIED unanimously.

Minutes

Approved _____ **Date** _____

**City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE
BOARD**

Meeting of February 3rd, 2022 – 6:30 PM

Central City Campus (401 A SW 4th Street.) & Zoom

AGENDA

Members Present:

Vice Chair Sandra Jackson, District 2

Annette Mitchell, District 2

Gloria Docilait, District 3

Barri McMillion, Mayor

Diane Chisholm, District 1

Members Not Present:

Chair Lawanna Strowbridge, District 2 (EXCUSED)

Also Present:

Monique Spencer, City of Deerfield Beach

Carolyn Marshall, City of Deerfield Beach

Ben Preston, Vice Mayor

Milton R. Collins, City Attorney's Office

1) Call to order/roll call

- Vice Chair Jackson calls meeting to order at 6:39pm.

2) Approval of September 9, July 22nd, November 4th, November 16th, December 9th, December 21st of 2021 and January 13th, 2022.

- MOTION made by Barri to approve the minutes from September 9, July 22nd, November 4th, November 16th, December 9th, December 21st of 2021 and January 13th, 2022. Annette seconded. The motion CARRIED unanimously.

3) Old Business

a) Banquet

i) Decorator

- Monique Informed the board that the decorator sent her invoice for the total of 4,897.50 for 8 seated people per table and to continue with the African theme.
- Monique Informed the board that the current expenditures total \$16,154 and this event is budgeted for \$20,000.

- City staff let the board know we will be able to do a budget transfer from MLK Celebration if needed.
- Liz informs the board that the revenue will go into future funds accounts it does not replenish the account line items.

ii) Keynote Speaker

- Sandra presents two potential Keynote speakers with a brief bio of each. Lisa Gilbert and Christine T. Jones both willing to present for free.
- Liz informs the board on Calvin Hughes has a difficult time clash due to family event and making it in time for this event will be an issue.
- Barri suggest to find a local speaker.
- MOTION made by Barri to focus on the two speakers presented. Gloria seconded. The motion CARRIED unanimously.
- MOTION made by Gloria to select Lisa Gilbert as the Keynote Speaker for the Black History Banquet on February 26,2022. Barri seconded. The motion CARRIED unanimously.
- MOTION made by Barri to offer the Keynote Speaker Lisa Gilbert \$500. Annette seconded. The motion CARRIED unanimously.

iii) DJ

- Monique presented the DJ Dereck Reid, from Lawanna, at a quoted price of \$1200 and the in-house DJ from the city for \$150 an hour.
- Board asked Monique to review DJ Kelly's contract from MLK celebration.
- Vice Mayor Preston advises the board to try and get someone who can solidify the times of the event.
- Diane will reach out to a jazz band to get back to City Staff by Tuesday.

iv) Opening Prayer

- Annette will reach out to Pastor Bowles

v) Entertainment

- Board reviewing a temporary line up:
 - Welcome
 - Open prayer
 - Fred Williams- National Negro Anthem
 - Janika Salomon?
- Barri suggested that Juneteenth be placed on the next agenda.
- MOTIONED made by Diane to move along with the desired timeline until further updates in our next meeting. Annette seconded. The motion CARRIED unanimously.
- Liz informs the board that JM Family is donating \$5,000 for Juneteenth and extra fund from a

separate donation will be distributed throughout several city events. JM Family purchased a table for the banquet and some funds will be going towards advertisement.

vi) Mailers

- Vice Mayor Preston, Suggest to get the word out to different black ethnic groups, such as the Haitian community, Brazilian and such forth.
- N/A

vii) Advertising

- City staff lets the board know that banners have been placed in every district.
- City staff let the board know that we have done on foot marketing to local businesses and sent out emails to past participants.

b) 2022 BLACK HERITAGE BANQUET HONOREES

- Vice Mayor Preston suggests Honorees for the Black Heritage Banquet, Mr. Charley Thompson, Oran Scott and, deputy Morrison with a plaque.

i) Community Heritage Award

- Vice Mayor Preston and the board nominates Orrin Scott
- Annette will reach out to Orrin Scott's wife

ii) Humanitarian Award

- Vice Mayor Preston and the board nominates Charley Thompson
- Sandra will reach out to the family members of Charley Thompson

iii) Public Service Award

- Vice Mayor Preston and the board nominates Deputy Harold Morrison
- Monique will reach out to the family members of Deputy Harold Morrison
- MOTION made by Barri that the Black Heritage Banquet 2022 Honors (Orrin Scott for Community Heritage Award, Charley Thompson for the Humanitarian Award, and Deputy Harold Morrison for the Public Service Award). The nomination will include 2 free tickets for the family members to have a seat at the honorees table and to provide the families with a plaque. Diane seconded. The motion CARRIED unanimously.

4) Comments from the Chair & Vice Chair

- N/A

5) Comments from Board

- Diane lets staff and the board know that everyone should abide by HIPPA, because her medical situation was released by someone on the board or city and she was not pleased.
- Annette mentions she did send out an email and I was the one that had concerns for elderly attending such an event with Covid Numbers were high
- Barri suggests that the theme for Juneteenth be Buffalo Solider.

- Barri suggests the city scrutinizes all future events as they did the MLK Celebration equally.

6) Comments from Staff

- N/A

7) Comments from Alternates

- N/A

8) Comments from Public

- N/A

9) Next Meeting – February 10, 2022

10) Adjournment

- MOTION made by Gloria to adjourn the meeting at 8:15pm. Barri seconded. The motion CARRIED unanimously.

**CITY OF DEERFIELD BEACH NON-UNIFORMEEMPLOYEES' RETIREMENT
COMMITTEE SUMMARY OF REGULAR MEETING MINUTES
November 8, 2021**

ROLL CALL: The quarterly meeting of the Board of Trustees of the City of Deerfield Beach Non-Uniformed Employees' Defined Benefit Pension Fund was called to order on November 8, 2021 at Noon.

TRUSTEES PRESENT: Lee Magnuson, Najaim Muston and Valerie Hackett

ABSENT & EXCUSED: F David Rolwing

OTHERS PRESENT:

Attorney Pedro Herrera, Scott Owens and Andy McIlvane from Graystone Consulting and Livia Giuliani of Benefits USA.

Approval of Minutes:

May 3, 2021 Regular Meeting minutes

Chairman Magnuson moved to approve the May 3, 2021 minutes and Trustee Hackett seconded the motion and it passed.

PUBLIC COMMENTS:

There were no public comments at this meeting.

Graystone Consulting

Investment Report: Quarter Ending 6/30/2021

Mr. Owens reported briefly on the performance noting that the fund returned 3.42% for the quarter vs. the policy index of 4.75%. Wedge Large cap value returned 4.77% vs. the Wedge index of 5.21%; Sawgrass large cap growth returned 7.27% vs. the Russell 1000 of 11.94%. London Company returned -0.07% vs. the Russell 2000 of 4.29%. Lazard International returned 4.29% vs. the MSCI EAFE VL Net Index of 3.01%. Renaissance International Growth returned 2.58% vs. the MSCI AC World ex US Net index of 5.48%. Sage Fixed income returned 0.95% vs. the BC Gov/Cr. Intm Index of 0.98%. Wedge Fixed income returned 2.59% vs. the Barclays' Govt/Credit Bond index of 2.42%. BlackRock returned 1.58 vs. the Barclays Aggregate of 1.83%. Blackstone returned 3.96% vs. the Barclays Aggregate of 1.83% and AEW Real Estate returned 4.12% vs. the NCREIF index of 3.59%.

Investment Report: Quarter Ending 9/30/2021

Mr. Owens gave a brief report on the performance noting that the fund returned 0.37% for the quarter and 18.31% for the fiscal year to date vs. the policy index of -0.29% and 18.90% respectively. Wedge Large cap value returned -0.20% and 38.53% vs. the Wedge index of -0.78% and 35.01% respectively. Sawgrass large cap growth returned 0.81% and 21.28 vs. the Russell 1000 Growth of 1.16% and 27.32% respectively. London Company returned 0.38% and 39.83% vs. the Russell 2000 of -4.36% and 47.68% respectively. Lazard International value returned -1.59% and 21.82% and Renaissance International growth returned -2.94% and 24.34% vs. the MSCI indices of 2.99% and 23.92% respectively. Fixed income returned 0.09% and 0.40% vs. the BC Gov/Cr. Intm Index of 0.02% and -0.40% respectively. Wedge Fixed income returned -0.22% and -1.10% vs. the Barclays' Govt/Credit Bond index 0.04% and -1.13% respectively. BlackRock returned -0.10% and 9.04% and Blackstone returned -0.09% and 11.57% respectively vs. Barclays Aggregate Index of 0.90%. AEW Real Estate returned 4.41% and 12.80% vs. the NCREIF index of 5.23% and 12.16% respectively. Mr. Owens stated that the Fund is doing well and he had no recommendations at this time.

NEW BUSINESS:**Memorial Resolution for Wayne Miller & John Patterson**

The Administrator reported that the Attorney prepared a memorial resolution to be adopted by the Board and should be placed on the City's website in honor of former deceased Chairmen Wayne Miller and John Patterson. Chairman Magnuson moved to adopt the memorial resolution and Trustee Hackett seconded the motion and it passed.

Trustee Election

The Administrator reported that the city will be conducting an election for Trustee Musto's position which expired on 9/30/21.

2022 Meeting dates:

The Administrator reported that based on the phone call from Trustee Rolwing, it may be best to start going back to the regular quarterly meeting schedule of February, May, August and November and that being said, she noted that the next meeting would be February 14th 2022 and that the audit and the valuation would be presented at this meeting. Trustee Hackett noted that she would not be physically attending the meeting, however, she would be able to attend by phone. She was advised that she would not be able to formally vote on any actions taken by the Board.

Consent Agenda: For Approval: Warrant #316

Benefits USA, Inc. (Flat Monthly Fee for November 2021)	\$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for November 2021)	\$275.00
Fifth Third Bank (Q3-2021 Custodian Fee-Invoice #6753680 dated 10/5/2021)	\$3,790.72
Total	\$5,515.72

For Ratification: Warrant #308-315

Benefits USA, Inc. (Flat Monthly Fee for May 2021)	\$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for May 2021)	\$275.00
Graystone Consulting (Q1-2021 Consulting Fee-Invoice #10128321130 dated 5/10/2021)	\$11,875.00
Sugarman & Susskind (Legal Fees-Invoice #158614 dated 5/6/2021)	\$6,000.00
Total	\$19,600.00
Benefits USA, Inc. (Flat Monthly Fee for June 2021)	\$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for June 2021)	\$275.00
FPPTA (Annual Conference Registration for Valerie Hackett)	\$775.00
GRS (Services Rendered through April 2021; Invoice #462357 dated 5/27/2021)	\$9,566.00
Sugarman & Susskind (Legal Fees-Invoice #159485 dated 6/7/2021)	\$3,000.00
Valerie Hackett (Per diem for FPPTA Annual Conference \$50 a day for 4 days)	\$200.00
Total	\$15,266.00
Benefits USA, Inc. (Flat Monthly Fee for August 2021)	\$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for August 2021)	\$275.00
Fifth Third Bank (Q2-2021 Custodian Fee-Invoice #6652667 dated 7/6/2021)	\$3,886.40
Graystone Consulting (Q2-2021 Consulting Fee-Invoice #10128321197 dated 7/16/2021)	\$11,875.00
Lazard Asset Mgmt. (Q2-2021 Mgmt Fee-Invoice #1784994 dated 7/9/2021)	\$3,177.74
Sage Adv. Svcs (Q2-2021 Mgmt Fee-Inv #20210630-564-A dated 6/30/2021)	\$4,791.00
Sawgrass Asset Mgmt. (Q2-2021 Mgmt Fee-Inv #dege-112s-033121 dated 7/8/21)	\$11,782.92
Wedge Capital Mgmt (Q2-2021 Mgmt Fee-LCV a/c #W00639 dated 07/14/2021)	\$15,749.94
Wedge Capital Mgmt (Q2-2021 Mgmt Fee-FI a/c #W01170 dated 07/14/2021)	\$6,601.32
Total	\$59,589.32

Benefits USA, Inc. (Flat Monthly Fee for July 2021)	\$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for July 2021)	\$275.00
GRS (Services Rendered; Invoice #463775 dated 7/7/2021)	\$3,400.00
Valerie Hackett (Hotel reservation for FPPTA Annual Conference)	\$618.30
Renaissance Inv Mgmt. (Q2-21 Mgmt Fee-Invoice dated 7/2/2021)	\$5,063.10
Sugarman & Susskind (Legal Fees-Invoice #160462 dated 6/28/2021)	\$3,000.00
Total	\$13,806.40
Benefits USA, Inc. (Flat Monthly Fee for September 2021)	\$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for September 2021)	\$275.00
FPPTA (2021 Pension Fundamentals online class for Valerie Hackett)	\$150.00
FPPTA (Trustees School & CPPT registration for Valerie Hackett)	\$1,700.00
KSDT (Progress billing Re: 9/30/2021 Audit; Invoice #104794 dated 8/31/2021)	\$1,000.00
Valerie Hackett (Hotel & per diem for FPPTA Trustees School 10/3-10/6/2022)	\$786.59
London Company (Q2-21 Mgmt Fee-Invoice dated 7/12/21)	\$11,727.00
Total	\$17,088.59
Sugarman & Susskind (Legal Fees-Invoice #161998 dated 9/8/2021)	\$3,000.00
Total	\$3,000.00
Benefits USA, Inc. (Flat Monthly Fee for October 2021)	\$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for October 2021)	\$275.00
Sugarman & Susskind (Legal Fees-Invoice #162730 dated 10/5/2021)	\$3,000.00
Total	\$4,725.00
GRS (Services Rendered Invoice #465513 dated 10/6/2021)	\$4,550.00
Lazard Asset Mgmt. (Q1-2021 Mgmt Fee-Invoice #1784604 dated 5/6/2021)	\$3,012.67
Lazard Asset Mgmt. (Q3-2021 Mgmt Fee-Invoice #1787283 dated 10/11/2021)	\$3,209.40
Sawgrass Asset Mgmt. (Q3-2021 Mgmt Fee-Inv #dege-112s-093021dated 10/12/21)	\$11,475.94
Wedge Capital Mgmt (Q3-2021 Mgmt Fee-LCV a/c #W00639 dated 10/20/2021)	\$15,055.36
Wedge Capital Mgmt (Q2-2021 Mgmt Fee-FI a/c #W01170 dated 10/20/2021)	\$6,592.38
Total	\$43,895.75

Chairman Magnuson moved to approve the Consent Agenda and Trustee Hackett seconded the motion and it passed.

UNFINISHED BUSINESS:

There was no unfinished business discussed.

REPORTS:

CHAIRMAN/TRUSTEES:

Chairman Magnuson thanked everyone for the work that they are doing and noted that he appreciates everyone's efforts.

ATTORNEY'S REPORT:

Attorney had nothing to report on pending legislation.

Attorney Herrera reported on Educational Opportunities noting that FPPTA was holding an in-person conference on January 23-26, 2022 at the Hilton Hotel in Lake Buena Vista. Anyone wishing to attend can contact the Administrator. Trustee Hackett expressed interest in attending.

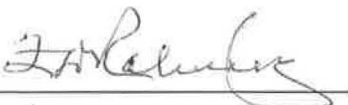
ADMINISTRATOR'S REPORT:

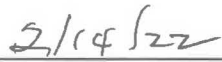
The Administrator reported that the Chairman signed the Fiduciary Liability application in order to bind coverage and the Board just needs to ratify his signature. Trustee Hackett moved to approve the Chairman's signature on the Fiduciary Liability application and Trustee Magnuson seconded the motion and it passed.

NEXT MEETING DATE:

The Administrator reported that the next meeting date was February 14, 2022-12:00 pm and the future meeting dates were as follows: May 9, 2022, August 8, 2022 & November 14, 2022 all beginning at 12:00pm.

ADJOURN: The meeting was duly adjourned at 2:35 pm.


Secretary


Date



City Commission Meeting - March 1, 2022

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, March 1, 2022, 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 March 1, 2022, 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 adhering to social distancing protocols, temperature checks and face covering recommendations. A copy of the agenda for the March 1, 2022 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, temperature checks and face covering recommendations.
- 2. Zoom**
 - a. Via Zoom Online** - Access to the meeting will begin at 6:45 PM on March 1, 2022.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/84576190661?pwd=bjZGMTUyM1RSNm5udkNIUjltQVFEUT09>
 - ii. The video camera display feature is disabled for public use
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 845 7619 0661#, Participant ID: #, Passcode: 624325#

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 March 1, 2022, 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 meeting.
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. 2022-1095

Agenda Date: 3/1/2022

Status: PUBLIC HEARINGS

In Control: City Commission

Title

P.H. 2022-030: Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting the unsolicited proposal from GK Innovations, LLC for the purchase of the city-owned vacant lot at 171 SW 3rd Street, Deerfield Beach, FL 33441, for \$50,000; authorizing the sale of the city-owned vacant lot, subject to conditions; providing for execution and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 4/5 vote of the City Commission

Background/History

On November 23, 2021, the City received an unsolicited request from GK Innovations, LLC (the "Buyer") to purchase a City-owned vacant parcel located at 171 SW 3 Street (the "Property"), measuring approximately 7,499 square feet, for \$50,000. The Buyer submitted a Property Disposition application and a check for \$2,500.00 as the application requires a 5% deposit of the total purchase price. Per the requirements of City Code Section 38-126, the Buyer submitted an appraisal of the property and the City conducted a separate independent appraisal of the subject property. The Buyer's appraisal listed the property value at \$75,000 and the City's appraisal listed the property value at \$56,500.

In accordance with Section 38-126 of the City Code, the Department of Planning & Development Services received the application and, along with their review, requested that other relevant City Departments (Community Services, Environmental Services, Economic Development and Sustainable Management) review the application as well. No comments were provided from any department. Pursuant to Section 38-126(d)(2) of the City Code, the City published a public notice on the City website and in a newspaper of general circulation within the County once a week for two consecutive weeks indicating the proposed sale of the Property, the Property location, and the time period during which the City would receive alternate proposals. The City did not receive any alternate proposals within the time period.

The Buyer submitted a narrative to the City indicating the Buyer's plan to build one single family home on the lot. The Buyer is the owner of the adjacent property, located at 167 SW 3rd Street (the "Adjacent Lot") and has already received a building permit to construct a single-family home on the Adjacent Lot.

City staff recommends imposing the following conditions on the proposed purchase: (1) Buyer must obtain building permits within six months of the purchase of the Property and (2) must complete construction (as evidenced by the issuance of a Certificate of Occupancy) of a single-family home

within 12 months from the date of issuance of the building permits, subject to a one-time administrative extension of no more than three months as set forth in the purchase agreement; (3) failure to meet these requirements shall result in the Property reverting back to the City, and (4) Buyer shall be responsible for the payment of all documentary stamp taxes to the State of Florida(collectively, the "Conditions").

Recommendation

City staff recommends authorizing the sale of the Property in the amount of \$50,000, subject to the Conditions.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ACCEPTING THE UNSOLICITED PROPOSAL FROM GK INNOVATIONS, LLC FOR THE PURCHASE OF THE CITY-OWNED VACANT LOT AT 171 SW 3RD STREET, DEERFIELD BEACH, FL 33441, FOR \$50,000; AUTHORIZING THE SALE OF THE CITY-OWNED VACANT LOT, SUBJECT TO CONDITIONS; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, on November 23, 2021, the City received an unsolicited proposal from GK Innovations, LLC (the “Buyer”) to purchase a City-owned vacant lot located at 171 SW 3rd Street, Deerfield Beach, FL 33441 (the “Property”) for \$50,000 to build one single family home (the “Proposal”); and

WHEREAS, Section 38-126 of the City Code provides for the processing of unsolicited proposals for the purchase of City-owned real property; and

WHEREAS, in accordance with Section 38-126, the Buyer submitted to the City a property disposition application (the “Application”) and deposit of \$2,500 (five percent of the proposed purchase price) for the proposed purchase of the Property; and

WHEREAS, City staff conducted an internal survey of City departments and utilities and determined that the Property is not required for current or future planned use; and

WHEREAS, the Buyer submitted a narrative to the City indicating the Buyer's plan to build one single family home on the Property; and

WHEREAS, the Buyer submitted an appraisal of the Property, which listed the property value at \$75,000, and the City conducted a separate independent appraisal of the Property, which listed the property value at \$56,500; and

WHEREAS, pursuant to Section 38-126(d)(2) of the City Code, the City published a public notice on the City website and in a newspaper of general circulation within Broward County once a week for two consecutive weeks indicating the proposed sale of the Property, the Property location, and the time period during which the City would receive alternate proposals; and

WHEREAS, the City did not receive any alternate proposals for the purchase of the Property; and

WHEREAS, City staff recommends imposing the following conditions on the proposed purchase: (1) Buyer must obtain building permits within six months of the purchase of the Property; (2) Buyer must complete construction (as evidenced by the issuance of a Certificate of Occupancy) of a single-family home within 12 months from the date of issuance of the building

permits, subject to a one-time administrative extension of no more than three months as set forth in the purchase agreement; (3) failure to meet these requirements shall result in the Property reverting back to the City, and (4) Buyer shall be responsible for the payment of all documentary stamp taxes to the State of Florida (collectively, the “Conditions”); and

WHEREAS, City staff recommends authorizing the sale of the Property in an amount of \$50,000, consistent with the Proposal and subject to the Conditions (the “Proposed Sale”); and

WHEREAS, the City Commission finds that it is in the best interest of the City to authorize the Proposed Sale of the Property and authorize the City Manager to execute all documents necessary to effectuate the Proposed Sale.

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

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

Section 2. The City Commission hereby authorizes the Proposed Sale of the Property to Buyer for \$50,000, consistent with the Proposal and subject to the Conditions.

Section 3. The City Commission authorizes the City Manager to execute all documents necessary to effectuate the Proposed Sale, consistent with the Conditions set forth in this Resolution and subject to terms being acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution and effectuate the Proposed Sale.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

Notice of Proposed Sale of City Real Property
January 26, 2022

The City of Deerfield Beach has received an unsolicited proposal to purchase city owned real property located at 171 SW 3rd Street Deerfield Beach, FL 33441. Notice is hereby given that the City of Deerfield Beach will consider the proposed sale of the real property. The City will receive alternative proposals for a period of 30 days from the date of this Notice. To submit an alternative proposal, a property disposition application, along with the deposit required by City Code Section 38-126(d)(1)(a) and written confirmation that the alternative proposal remains valid for a period of at least 90 days, must be submitted to the Planning and Development Services Department located at 150 NE 2nd Avenue Deerfield Beach, FL 33441 prior to 30 days from the date of this original notice, February 27, 2022. For more information, please contact the Planning and Development Services Department at 954-480-4206.

P.H. 2022-030



PROPERTY DISPOSITION APPLICATION

PROJECT INFORMATION:

Unless otherwise directed by staff, the following information with associated attachments (page 2) are required for staff to determine if the application is complete for processing by the City.

Submittal Date: 11/23/21

Project Name (If Any): GK Innovations 3 Street (171)

Applicant: GK Innovations LLC

Agent (if different from Applicant): _____

Address of Property and Folio Number (If Any): 171 SW 3rd Street Deerfield Beach FL 33441
Folio: 474331060220

Legal Description of Property (lot, block, tract, subdivision): 171 SW 3 Street Deerfield Beach
FL 33441 / CARVER Heights 25-41 B Lot 17 Blk 5

Future Land Use: Residential moderate
Zoning District: RS-7
Lot Area (acres): .17 AC (net)

Agent Signature: NA

Name Printed: _____

Address: _____

Telephone: _____

Email: _____

Applicant Signature: [Signature] Ichinga A. Thatcher

Name Printed: _____

Address: 8023 NW 12th Lane
Parkland FL 33076

Telephone: 954-643-8813

Email: gkbuildshomes@gmail.com

Fees:

- 5% of proposed purchase price (to remain valid for a minimum of 90 days from submittal). Please note, the City may request an additional amount after review.

o Total proposed purchase price: \$50,000.00

o 5% of total proposed purchase price: \$2,500.00

- Public notice cost recovery (if applicable) minimum \$1,000.00

STAFF ONLY

Account No.	Project No.	Project Name	Service	Deposit Amount	Date Received	Check No.	Receipt No.



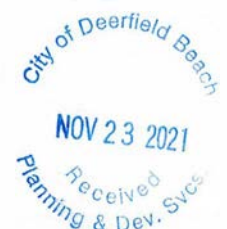
SUBMITTAL REQUIREMENTS

Provide four (4) copies of all documents plus one (1) digital copy of the following:

- ✓ • Aerial of property
- P - • Survey (if available)
- ✓ • Conceptual site plan/renderings
- ✓ • Appraisal of property, including the fair market value (Valid for 90 days)
- Narrative describing the request to purchase City property, include the following:
 - ✓ ○ Reason for the request
 - ✓ ○ Review of necessary improvements (i.e. platting, land use, re-zoning, easements)
 - ✓ ○ Proposed use including buildable sq. ft. and/or number of residential units
 - ✓ ○ Additional applications needed to develop the property (i.e. rezoning, site plan)
 - ✓ ○ Any relief necessary to develop the property (i.e. variances, technical deviations)
 - ✓ ○ Development schedule/timeline for development
- If request to purchase property is on behalf of a company, include the following:
 - ✓ ○ Portfolio/resume of previous development
 - Background/experience related to the needs of this application
- NA. • If this application is necessary to assemble land, include the following:
 - Folio/address of additional properties
 - Clarification to ownership or contract to purchase of additional properties

SUBMITTAL REQUIREMENTS FOR ADJACENT RESIDENTIAL LOT OWNERS

- ✓ • Provide evidence that you are the adjacent property owner
- ✓ • Provide evidence that any other adjacent property owner is not interested in maintaining the property (Lots may be divided equally between adjacent parcels)
- Provide narrative describing any proposed improvements to the lot such as building addition, accessory structures, driveway extension, landscaping or fencing



1217 NW 51 Way
Deerfield Beach
FL 33442

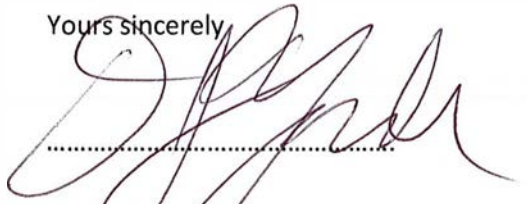
November 11th 2021

To Whom It May Concern
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach
FL 33441

Dear Sir/ Madam

We are Daniel J Yurchak and Joanne Marie Bogan. We own the property at 175 SW 3rd St, Deerfield Beach, FL. We understand that GK Innovations is interested in purchasing the lot at 171 SW 3rd St, Deerfield Beach, FL which is adjacent to our property. We hereby confirm that we have no objections to this purchase.

Yours sincerely,


.....
Daniel J Yurchak
11/12/21


.....
Joanne Marie Bogan



NARRATIVE DESCRIBING THE REQUEST TO PURCHASE CITY PROPERTY, INCLUDE THE FOLLOWING:

1. Reason for the request

- a. The subject site is generally located west of S. Dixie Hwy and south of W. Hillsboro Blvd. and has an address of 171 SW 3 Street. GK Innovations ('Applicant') is requesting to purchase this property (herein referred to as 'subject site') in an effort to improve two adjacent properties, including the subject site and the property immediately to the east (167 SW 3 St.) The second property is currently owned by GK Innovations and is under construction to accommodate a detached single-family residence. Both properties will be developed with one-story detached single-family residences.

The subject property is currently vacant and measures approximately 7,499 square feet. The site has approximately 50 feet of frontage along SW 3rd St. and a depth of approximately 150 feet. This makes the property well suited for single family development. Further, the surrounding neighborhood is developed with a mix of single family and low-intensity multi-family properties on similarly sized properties.

Developing the subject site in conjunction with the adjacent property under common ownership will "complete the block" and add valuable home ownership opportunities for the local neighborhood. Improving the scrub lot will be both a visual and economic improvement for the surrounding community. The applicant has improved several other lots within the community and has a vested interest in this specific neighborhood (193 SW 1st Ct; 189 SW 1st Ct; 179 SW 1st Ct; and 170 SW 1st Ct). The applicant respectfully requests the opportunity to purchase the site to continue the pattern of infill, improvement, and contribute to the health and viability of the community.

2. Review of necessary improvements (i.e. platting, land use, re-zoning, easements)

The subject property has a land use designation of Residential Moderate (10 units/acre) and a zoning designation of RS-7. Therefore, the existing entitlements are sufficient to support the development of a detached single-family residence on the subject property. Further, the property has been already been platted (Book 25 Page 41 B). Due to the age of the plat, no restrictive note exists on the property. It is not apparent that any easements currently encumber the site. All required easements will be granted as appropriate or necessary. In addition, no right-of-way dedications are required.

3. Proposed use including buildable sq. ft. and/or number of residential units

As noted, the proposed development includes one detached single-family residence. The proposed residence is one-story and measures approximately 1,521 square feet of livable area and an additional 260 SF of garage area. The plans including three bedrooms, two bathrooms, and a one car garage. The driveway would accommodate additional parking. As such, the development complies with the minimum parking requirements. The proposed design is compatible and generally consistent with the surrounding neighborhood. Further,

1 of 3
NOV 23 2021
Received
Planning & Dev. Svcs.
Deerfield Beach

it complies with all aspects of the land development code and no variances are required. Refer to RS-7 dimensional standards provided below (Table 1).

The proposed floor plan measures approximately 34'-0" in width and 58'-4" in depth. The buildable area, after applying the required setbacks, measures 40'-0" in width and 110'-0" in depth. As such, the subject property can accommodate the proposed plan. Further, the proposed plan exceeds the minimum floor area. As a single-story home, the proposed height will comply with the 35' maximum. The proposed lot coverage is approximately 25%, well under the maximum 40% coverage. Refer to concept plan below for illustrative image of proposed plan in context.

Table 1: RS-7 Zoning Standards.

District	Minimum Lot Area	Minimum Lot Width	Minimum Yard Requirements					Minimum Floor Area	Maximum Floor Area Ratio	Maximum Lot Coverage	Minimum Landscaped Area	Maximum Height
			Front	Corner	Side	Rear	Water Front					
RS-5 Single-family	7,000 sq. ft.	70 ft.	25 ft.	15 ft.	7.5 ft.	15 ft.	20 ft.	1,250 sq. ft.	NA	40%	15%	35 ft.
RS-7 Single-family	6,000 sq. ft.	50 ft.	25 ft.	15 ft.	5 ft.	15 ft.	20 ft.	1,000 sq. ft.	NA	45%	15%	35 ft.

Concept Plan (NTS) – For illustrative purposes only.



City of Deerfield Beach
NOV 23 2021
2 of 3
Received
Planning & Dev. Svcs.

4. Additional applications needed to develop the property (i.e. rezoning, site plan)

The existing entitlements are sufficient to accommodate the proposed development. No plat amendment, land use amendment, rezoning, or site plan is required. It should be noted, per Section 98-12 of the land development code, single-family residences are exempt from the site plan process. Building permits will be submitted for review.

5. Any relief necessary to develop the property (i.e. variances, technical deviations)

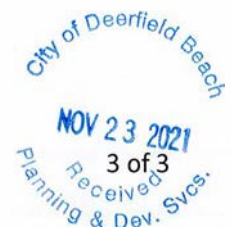
As noted above, the proposed development does not require any variances or technical deviations. The proposed development fully complies with the land development code and will be compatible with the surrounding community and development.

6. Development schedule/timeline for development

Once the property has been purchased, GK Innovations intends to immediately submit building permits for initial review. GK Innovations anticipates an estimated development timeframe as noted below, barring any unforeseen supply chain issues:

1. Foundation Complete – Approx. 2 weeks
2. Under Roof – Approx. 1 month
3. Certificate of Occupancy Issued – Approx. 4-5 months
4. Total Development Time Frame – 5 months

As a note, the property under common ownership immediately to the east currently has foundation forms in place. The property will be similarly be completed within approximately 4-5 months. Therefore, GK Innovations is hopeful the properties can be somewhat concurrently improved.



FLOOR SLAB: 4" CONC. SLAB W/ 608-10/10 WIRE ON 6 MIL. POLYETH. VAPOR BARRIER ON COMPACTED THERMITE FILLING
 CLEAN FILL. MIN. SOL. BEARING: 2000 P.S.F.
 MIN. CONC. STRENGTH: 2000 P.S.I. AT 28 DAYS

1 1/2" DP. X 8" W. WATERSTOP RECESS ALL AROUND HOUSE
 PERIMETER UNDER CONC. SLAB. WALLS.

1 1/2" X 12" W. WATERSTOP RECESS IN FLOOR SLAB UNDER ALL
 OVERH. GARAGE DOORS.

- 1 16" DP. X 18" W. CONCRETE MONOLITHIC FOOTING W/ (2) #3 REINF. BARS CONT. W/ #4 TRANSFER BARS 5' LONG W/ HOOK @ 12" O.C.
- 2 10" DP. X 8" W. THICKENED CONCRETE SLAB EDGE W/ (1) #3 REINF. BAR CONT.
- 3 30" X 30" X 12" DP. CONCRETE PAD FOOTING W/ (4) #3 REINF. BARS EACH WAY

WING	BLDG	DOORS:
PRET. STAGE	BRIDGE	
-3324.2656	40"x82"x10	1 3068 FRONT, ENTRY DR.
-4628.4768	30"x82"x10	2 2858 SC METAL DR.
		3 2858 WD. DR.
		4 2858 WD. DR.
		5 3068 BI-FLD DR.
		6 2858 BI-FLD DR.
		7 2858 SC DR.
-4628.4768	108"x84"x10	8 9070 OVERHANG DR.

<u>VINYL</u> <u>PRESSURE S</u>	<u>ROUGH</u> <u>OPENINGS</u>	<u>WINDOWS:</u>
-46.29, 67.66	30" x 62" x 12"	(A) 48.30 HOR. SLDR.
-46.29, 67.66	30" x 62" x 12"	(B) 30.30 HOR. SLDR.

ARCHITECT:	JAMES E. GILGONCH (PH) 487-7571
VEND. DESIGN STANDARD:	ASCE 7-16
BUILDING CODE:	FL. BUILD. CODE 2001 (FRI EDITION)
ELECT. CODE NATL. CODE:	NEC 2017
DESIGN WIND SPEED:	ULTIMATE-175 MPH NOMINAL-132 MPH
DESIGN WIND VELOCITY PRESSURE:	41.1 PSF
IMPORTANCE FACTOR:	"1"
BUILDING OCCUPANCY CATEGORY:	"1"
BUILDING WIND EXPOSURE:	"B"
INTERNAL PRESSURE COEFFICIENT:	+/-0.18
MEAN ROOF HEIGHT FROM GRADE:	15.4 FT.
ROOF DESIGN:	ENCLOSED
IMPACT PROTECTION:	NO GLAZING
CLASSIFICATION OF WORK:	LEVEL 1 (NEW)
PERFORMANCE CLASSIFICATION:	TYPE I (REPAIR-FAMILY)
BLDG. TYPE OF CONSTRUCTION:	TYPE V
BLDG. - TOTAL # OF STORIES:	1 STORY
ROOF MEMBRANE & PITCH:	4:12
ROOF DEAD LOAD:	ASPHALT SHINGLES

WINDOW PRODUCT INFO:

VDWS. & SLDG. GLS. DRS. - PGT VANGUARD
WHITE ALUMINUM FRAME & GRAY TINTED
GLASS

- * PROVIDE PGT ALUMINUM "APPROVED" IMPACT BLAZING FOR ALL GLAZED OPENINGS IN EXT. WALL W/IMPACT RESISTANT WDWS. & DRS. AS PER F.B.C. SECTION #1606
- * GLAZING TO BE TINTED (ENERGY CALCS)

LIVING: 1,521 S.F.
GARAGE: 260 S.F.
PORCH/ENTRY: 79 S.F.

THE PROVISIONS OF ACI 308-10/ASCE-10, BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES, & THE COMMENTARY ON BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES ARE HEREBY ADOPTED AS THE MINIMUM STANDARD FOR THIS JOB. HOWEVER THIS SHOULD NOT SUPERSEDE ANY REQUIREMENTS FOR HIGH VELOCITY HURRICANE ZONES REINF. UNIT MASONRY.

COMPOSITE REINFORCED CONCRETE BEAMS
USING PRECAST AND PRESTRESSED CONC.
LINTELS ("CAST-CRETE" DR (Q.) & STD.
CONCRETE MASONRY UNITS

751000, Gen

WOOD DOOR FRAME
w/ ANCHORS TO WALL
AS PER NOTES BELOW

WOOD ROW, BUCK

DOOR DETAIL

BE USED TO FILL THE VOIDS AT ALL ANCHORAGE POINTS.

ALUM. FRMD. WOV.
W/ ANCHORS TO WALL
AS PER NOTES BELOW

Figure 6

NDW DETAIL

AT WOOD FRMG. WALL: #10 SWS SOREMS WITH MIN. 3/4" PENETRATION OF THE WOOD FRAMING MEMBER.

SCALE: 1/4"



CITY OF DEERFIELD BEACH BUILDING PERMIT

PERMIT No. 22339860-0

DATE 10/12/2021

OWNER GK INNOVATIONS LLC

CONTRACTOR WRIGHT-NOW CONSTRUCTION & REMO **STATE CERTIFIED** FL

ADDRESS 167 SW 3 ST, DEERFIELD BEACH, FL 33441

SUBDIVISION

LOT **BLOCK** **PIN** 484201030730

PURPOSE NEW SFR

For inspections call 954-571-4504 or email web.building@deerfield-beach.com

NOTICE: In addition to the requirements of this permit there may be additional restrictions applicable to this property that may be found in the public records of this county and there may be additional permits required from other governmental entities such as zoning, water management districts, state agencies or federal agencies. CERTIFICATE OF OCCUPANCY MUST BE OBTAINED BEFORE THIS BUILDING CAN BE USED FOR ANY PURPOSE. DO NOT REMOVE THIS CARD BEFORE COMPLETION UNDER SECTION 104.1 OF THE FLORIDA BUILDING CODE.

**WARNING TO OWNER: YOUR FAILURE TO RECORD A
NOTICE OF COMMENCEMENT MAY RESULT IN YOUR
PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY.
IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH
YOUR LENDER OR AN ATTORNEY BEFORE RECORDING
YOUR NOTICE OF COMMENCEMENT**



Claudia Viviana Batista

From: Claudia Viviana Batista
Sent: Tuesday, November 30, 2021 1:25 PM
To: gkbuildshomes@gmail.com
Cc: Stephen Graham
Subject: Property Disposition Application for 171 SW 3 St

Good afternoon Tehinga,

The City of Deerfield Beach is in receipt of the property disposition application and support documents for the property located at 170 SW 3 St. City records indicate you also own the property east to it (167 SW 3 St) and is in the process of getting permits for construction. In order to complete the review of the documents provided for property acquisition, please provide a copy of the permit issued for 167 SW 3 St along with an offer based on the appraisal provided and a check to cover the offer (5% of proposed purchase price).

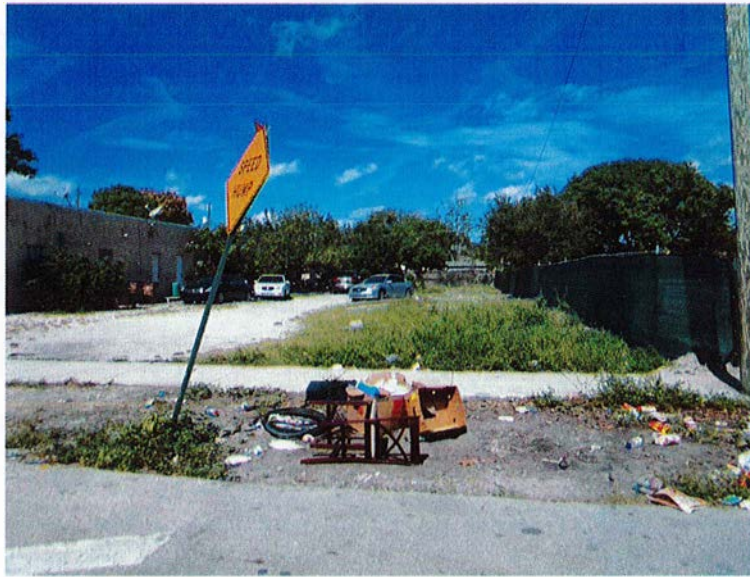
Should you have any questions, please do not hesitate to contact me.



Claudia Viviana Batista
Assistant Planner
Planning & Development Services
150 NE 2nd Avenue
Deerfield Beach, FL 33441
Phone: 954.480.4437
Fax: 954.422.5816

More Than Just a Pretty Beach

APPRAISAL OF REAL PROPERTY



LOCATED AT

171 SW 3rd St
Deerfield Beach, FL 33441
CARVER HEIGHTS 25-41 B LOT 17 BLK 5

FOR

Private appraisal

OPINION OF VALUE

75,000

AS OF

10/18/2021

BY

Danielle A. Matthews
Empire Appraisals INC

954-263-1312
empireappraisals@yahoo.com

Client	Tehinga A. Thatcher		File No.	DM2110-33327
Property Address	171 SW 3rd St			
City	Deerfield Beach	County	Broward	State
Appraiser	Danielle A. Matthews	FL	Zip Code	33441

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☐ Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☒ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time

(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 6-12 months

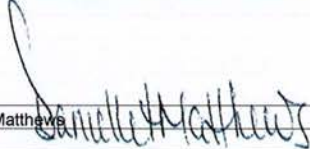
Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

APPRAISER HAS NO CURRENT OR PROSPECTIVE INTEREST IN THE SUBJECT PROPERTY OR THE PARTIES INVOLVED AND NO SERVICE WAS PERFORMED BY THE APPRAISER WITHIN THE PAST 3 YEAR PERIOD IMMEDIATELY PRECEDING ACCEPTANCE OF THIS ASSIGNMENT AS AN APPRAISER OR IN ANY CAPACITY. TYPICAL EXPOSURE TIME IN THE SUBJECTS MARKET IS 6-12 MONTHS

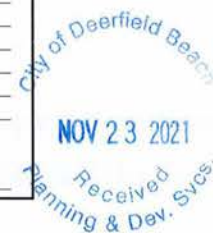
esign.alamode.com/verify Serial AB473271

APPRAISER:

Signature: 
 Name: Danielle A. Matthews
 Certified
 State Certification #: STATE CERT RD5942
 or State License #:
 State: FL Expiration Date of Certification or License: 11/30/2022
 Date of Signature and Report: 10/28/2021
 Effective Date of Appraisal: 10/18/2021
 Inspection of Subject: ☐ None ☒ Interior and Exterior ☒ Exterior-Only
 Date of Inspection (if applicable): 10/18/2021

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
 Name: _____
 State Certification #: _____
 or State License #: _____
 State: _____ Expiration Date of Certification or License: _____
 Date of Signature: _____
 Inspection of Subject: ☐ None ☐ Inter ☐ Exterior-Only
 Date of Inspection (if applicable): _____



LAND APPRAISAL REPORT

File No.: DM2110-33327

Property Address: 171 SW 3rd St		City: Deerfield Beach		State: FL		Zip Code: 33441																																																																																				
County: Broward		Legal Description: CARVER HEIGHTS 25-41 B LOT 17 BLK 5																																																																																								
SUBJECT	Assessor's Parcel #: 48-42-01-03-0720		Tax Year: NA		R.E. Taxes: \$ NA		Special Assessments: \$ 0																																																																																			
	Market Area Name: Carver Heights 25-41 B		Map Reference: 22744		Census Tract: 0103.06																																																																																					
	Current Owner of Record: City Of Deerfield Beach		Borrower (if applicable): NA																																																																																							
	Project Type (if applicable): ☐ PUD ☐ De Minimis PUD ☒ Other (describe) Single Family Homes		HOA: \$ 0		☐ per year ☐ per month																																																																																					
ASSIGNMENT	Are there any existing improvements to the property? ☒ No ☐ Yes		If Yes, indicate current occupancy:		☐ Owner ☐ Tenant ☐ Vacant ☐ Not habitable																																																																																					
	If Yes, give a brief description:																																																																																									
	The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)																																																																																									
	This report reflects the following value (if not Current, see comments): ☐ Current (the Inspection Date is the Effective Date) ☒ Retrospective ☐ Prospective																																																																																									
MARKET AREA DESCRIPTION	Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)																																																																																									
	Intended Use: Market value for potential purchase																																																																																									
	Intended User(s) (by name or type): GK Innovations LLC for potential offer purposes																																																																																									
	Client: GK Innovations LLC Address: NA																																																																																									
SITE DESCRIPTION	Appraiser: Danielle A. Matthews Address: 934 N University Dr #329, Coral Springs, FL 33071																																																																																									
	Characteristics Location: ☐ Urban ☒ Suburban ☐ Rural Built up: ☒ Over 75% ☐ 25-75% ☐ Under 25% Growth rate: ☐ Rapid ☒ Stable ☐ Slow Property values: ☒ Increasing ☐ Stable ☐ Declining Demand/supply: ☒ Shortage ☐ In Balance ☐ Over Supply Marketing time: ☒ Under 3 Mos. ☐ 3-6 Mos. ☐ Over 6 Mos.		Predominant Occupancy ☒ Owner 80 ☐ Tenant 20 ☒ Vacant (0-5%) ☐ Vacant (>5%)		One-Unit Housing <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>PRICE \$(000)</th> <th>AGE (yrs)</th> </tr> <tr> <td>61 Low 10</td> <td>325 High 59</td> </tr> <tr> <td>260 Pred 40</td> <td></td> </tr> </table>		PRICE \$(000)	AGE (yrs)	61 Low 10	325 High 59	260 Pred 40		Present Land Use <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>One-Unit</th> <th>75 %</th> </tr> <tr> <td>2-4 Unit</td> <td>10 %</td> </tr> <tr> <td>Multi-Unit</td> <td>5 %</td> </tr> <tr> <td>Comm'l</td> <td>10 %</td> </tr> <tr> <td></td> <td>%</td> </tr> </table>		One-Unit	75 %	2-4 Unit	10 %	Multi-Unit	5 %	Comm'l	10 %		%																																																																		
	PRICE \$(000)	AGE (yrs)																																																																																								
	61 Low 10	325 High 59																																																																																								
260 Pred 40																																																																																										
One-Unit	75 %																																																																																									
2-4 Unit	10 %																																																																																									
Multi-Unit	5 %																																																																																									
Comm'l	10 %																																																																																									
	%																																																																																									
Change in Land Use ☒ Not Likely ☐ Likely * ☐ In Process * * To:																																																																																										
Factors Affecting Marketability <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Item</th> <th>Good</th> <th>Average</th> <th>Fair</th> <th>Poor</th> <th>N/A</th> <th>Item</th> <th>Good</th> <th>Average</th> <th>Fair</th> <th>Poor</th> <th>N/A</th> </tr> </thead> <tbody> <tr> <td>Employment Stability</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Adequacy of Utilities</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Convenience to Employment</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Property Compatibility</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Convenience to Shopping</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Protection from Detrimental Conditions</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Convenience to Schools</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Police and Fire Protection</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Adequacy of Public Transportation</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>General Appearance of Properties</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Recreational Facilities</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Appeal to Market</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> </tbody> </table>							Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A	Employment Stability	☐	☒	☐	☐	☐	Adequacy of Utilities	☐	☒	☐	☐	☐	Convenience to Employment	☐	☒	☐	☐	☐	Property Compatibility	☐	☒	☐	☐	☐	Convenience to Shopping	☐	☒	☐	☐	☐	Protection from Detrimental Conditions	☐	☒	☐	☐	☐	Convenience to Schools	☐	☒	☐	☐	☐	Police and Fire Protection	☐	☒	☐	☐	☐	Adequacy of Public Transportation	☐	☒	☐	☐	☐	General Appearance of Properties	☐	☒	☐	☐	☐	Recreational Facilities	☐	☒	☐	☐	☐	Appeal to Market	☐	☒	☐	☐	☐
Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A																																																																															
Employment Stability	☐	☒	☐	☐	☐	Adequacy of Utilities	☐	☒	☐	☐	☐																																																																															
Convenience to Employment	☐	☒	☐	☐	☐	Property Compatibility	☐	☒	☐	☐	☐																																																																															
Convenience to Shopping	☐	☒	☐	☐	☐	Protection from Detrimental Conditions	☐	☒	☐	☐	☐																																																																															
Convenience to Schools	☐	☒	☐	☐	☐	Police and Fire Protection	☐	☒	☐	☐	☐																																																																															
Adequacy of Public Transportation	☐	☒	☐	☐	☐	General Appearance of Properties	☐	☒	☐	☐	☐																																																																															
Recreational Facilities	☐	☒	☐	☐	☐	Appeal to Market	☐	☒	☐	☐	☐																																																																															
Market Area Comments: Overall increasing market conditions for housing with a shortage of inventory in general. If priced correctly listings (houses, multi family and condos) tend to sell with less than 90 days marketing however land tends to take 6-12 months due to the limited buyer pool seeking vacant land for redevelopment. The subjects neighborhood is defined as North of SW 10 St, South of the County line, East of I-95, West of Dixie Hwy.																																																																																										
SITE DESCRIPTION	Dimensions: Site survey not available Site Area: 7,499 SqFt Zoning Classification: RS-7 Description: Residential single family Do present improvements comply with existing zoning requirements? ☐ Yes ☐ No ☒ No Improvements Uses allowed under current zoning: Single Family Are CC&Rs applicable? ☐ Yes ☒ No ☐ Unknown Have the documents been reviewed? ☐ Yes ☒ No Ground Rent (if applicable) \$ ____ / ____ Comments: Highest & Best Use as improved: ☐ Present use, or ☒ Other use (explain) Single family residential Actual Use as of Effective Date: Vacant land Use as appraised in this report: Vacant land Summary of Highest & Best Use: Residential single family																																																																																									
	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Utilities</th> <th>Public</th> <th>Other</th> <th>Provider/Description</th> <th>Off-site Improvements</th> <th>Type</th> <th>Public</th> <th>Private</th> <th>Frontage</th> <th>Typical of Area</th> </tr> </thead> <tbody> <tr> <td>Electricity</td> <td>☒</td> <td>☐</td> <td>Fpl</td> <td>Street</td> <td>Asphalt</td> <td>☒</td> <td>☐</td> <td>Topography</td> <td>Typical of area</td> </tr> <tr> <td>Gas</td> <td>☐</td> <td>☐</td> <td>None</td> <td>Width</td> <td>Unknown</td> <td></td> <td></td> <td>Size</td> <td>7,499 SqFt</td> </tr> <tr> <td>Water</td> <td>☒</td> <td>☐</td> <td>City</td> <td>Surface</td> <td>Asphalt</td> <td></td> <td></td> <td>Shape</td> <td>Rectangular</td> </tr> <tr> <td>Sanitary Sewer</td> <td>☒</td> <td>☐</td> <td>City</td> <td>Curb/Gutter</td> <td>None</td> <td>☐</td> <td>☐</td> <td>Drainage</td> <td>Typical of area</td> </tr> <tr> <td>Storm Sewer</td> <td>☒</td> <td>☐</td> <td>City</td> <td>Sidewalk</td> <td>None</td> <td>☐</td> <td>☐</td> <td>View</td> <td>Residential</td> </tr> <tr> <td>Telephone</td> <td>☒</td> <td>☐</td> <td>Various</td> <td>Street Lights</td> <td>Ample</td> <td>☒</td> <td>☐</td> <td></td> <td></td> </tr> <tr> <td>Multimedia</td> <td>☒</td> <td>☐</td> <td>Various</td> <td>Alley</td> <td>None</td> <td>☐</td> <td>☐</td> <td></td> <td></td> </tr> </tbody> </table>							Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage	Typical of Area	Electricity	☒	☐	Fpl	Street	Asphalt	☒	☐	Topography	Typical of area	Gas	☐	☐	None	Width	Unknown			Size	7,499 SqFt	Water	☒	☐	City	Surface	Asphalt			Shape	Rectangular	Sanitary Sewer	☒	☐	City	Curb/Gutter	None	☐	☐	Drainage	Typical of area	Storm Sewer	☒	☐	City	Sidewalk	None	☐	☐	View	Residential	Telephone	☒	☐	Various	Street Lights	Ample	☒	☐			Multimedia	☒	☐	Various	Alley	None	☐	☐					
	Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage	Typical of Area																																																																																
	Electricity	☒	☐	Fpl	Street	Asphalt	☒	☐	Topography	Typical of area																																																																																
Gas	☐	☐	None	Width	Unknown			Size	7,499 SqFt																																																																																	
Water	☒	☐	City	Surface	Asphalt			Shape	Rectangular																																																																																	
Sanitary Sewer	☒	☐	City	Curb/Gutter	None	☐	☐	Drainage	Typical of area																																																																																	
Storm Sewer	☒	☐	City	Sidewalk	None	☐	☐	View	Residential																																																																																	
Telephone	☒	☐	Various	Street Lights	Ample	☒	☐																																																																																			
Multimedia	☒	☐	Various	Alley	None	☐	☐																																																																																			
Other site elements: ☒ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)																																																																																										
FEMA Spec'l Flood Hazard Area ☒ Yes ☐ No FEMA Flood Zone AH FEMA Map # 12011C0178H FEMA Map Date 8/18/2014 Site Comments: The subject is a vacant lot zoned residential. The client owns the vacant lot to the right of subject and there is a 4 unit building to the left that is owned by the same owner as the 4 unit building to left of that. The multi family buildings had excess personal property (bicycles, etc) scattered around & subjects lot has scattered trash however this is up to code enforcement if not allowed & can change at any time therefore the condition of the 4 unit buildings & trash do not impact the value of the vacant parcel of land.																																																																																										

File No.: DM2110-33327

City of Deerfield Beach
NOV 23 2021
Received
Planning & Dev. Svcs.

Assumptions, Limiting Conditions & Scope of Work

FileNo.: DM2110-33327

Property Address: 171 SW 3rd St

City: Deerfield Beach

State: FL

Zip Code: 33441

Client: GK Innovations LLC

Address:

Appraiser: Danielle A. Matthews

Address:

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.

- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.

- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.

- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by

the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties

assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

Certifications & Definitions

File No.: DM2110-33327

Property Address: 171 SW 3rd St	City: Deerfield Beach	State: FL	Zip Code: 33441
Client: GK Innovations LLC	Address:		
Appraiser: Danielle A. Matthews	Address:		

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact: Tehinga A. Thatcher	Client Name: GK Innovations LLC
E-Mail: NA	Address:

APPRAISER  esign.alamode.com/verify Serial: AB473271 <i>[Signature]</i> Appraiser Name: Danielle A. Matthews Company: Empire Appraisals INC Phone: 954-263-1312 Fax: E-Mail: empireappraisals@yahoo.com Date Report Signed: 10/28/2021 License or Certification #: STATE CERT RD5942 State: FL Designation: Certified Expiration Date of License or Certification: 11/30/2022 Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop) Date of Inspection: 10/18/2021	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable) Supervisory or Co-Appraiser Name: Company: Phone: Fax: E-Mail: Date Report Signed: License or Certification #: State: Designation: Expiration Date of License or Certification: Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect Date of Inspection:
--	---



Copyright © 2007 by a la mode, inc. This form may be reproduced unmodified without written permission, however, Form GPLNDAD - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Serial# AB473271
esign.alamode.com/verify

acknowledged and credited
3/2007

City of Deerfield Beach
NOV 23 2021
Received
Planning & Dev. Svcs.

8Supplemental Addendum

File No. DM2110-33327

Client	Tehinga A. Thatcher				
Property Address	171 SW 3rd St				
City	Deerfield Beach	County	Broward	State	FL Zip Code 33441
Appraiser	Danielle A. Matthews				

• Gp restricted : additional comments

Restricted Appraisal report

Environmental

The value estimate in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. The undersigned does not make any guarantees or warranties that the property has been tested for the presence of any of these substances including radon gas, lead based paint or soil contaminant or, that if tests were conducted they were conducted to current epa standards although the presence of such conditions may negatively effect the final opinion of value.

Extraordinary assumptions

Due to the limited access and ability to inspect comparable sales data is collected from various sources such as public records (tax records, deeds, independent data sources, etc.) And mls listing services. The appraiser assumes no responsibility for errors or inaccuracies present on these documents and bears no liability if such information is found to be in error. Any information found to contain any such errors can have a significant effect on the final opinion of value. The appraiser reserves the right to re-evaluate the report to determine any impact on the final opinion of value. The extraordinary assumption is made a single family home can be built on the subjects property.

Comments on electronic signature

All electronic signatures on this report have a security feature maintained by individual passwords for each signing appraiser. Each appraiser applied his/her signature electronically. These signatures carry the same validity as the individuals hand applied signature, however, there is a software that can penetrate pdf files so the appraiser does not guarantee that the report has not been altered. Contact each signing appraiser to verify authenticity.

Comments on prior sales history for the subject and comparables

The prior sales within 3 years are listed in the appropriate boxes on the bottom of the sales comparison analysis. There are not any other sales or transactions within 3 years for the subject or comparables unless noted in the boxes or in this section of the text addendum.

Objective/scope

The purpose of the appraisal is to determine market value for the client. This appraisal does not include fractional interests. This addendum further explains the reasoning in support of the final opinion of value.

Appraiser has no current or prospective interest in the subject property or the parties involved and no service was preformed by the appraiser within the past 3 year period immediately preceding acceptance of this assignment as an appraiser or in any capacity. Typical exposure time in the subjects market is 6-12 months

Comment on data sources

Please note that any time the abbreviation mls is utilized in this report, the appraiser is referring to the southeast florida regional multiple listing service database.

Comment on verification sources

The appraiser utilized the realist.com website for tax roll data and confirmed the information utilizing the county assessors website for the county in which the subject property is located. The data source with regard to the terms and conditions of the sales/listings utilized, and the specific characteristics of the properties such as view, overall condition, etc and all the information contained in the mls was verified through an interview with the listing agent (realtor) of the comparable sales/listings utilized in the report. The updated frma guideline concerning verification sources also requires the appraiser to confirm the conditions of the closed sales utilized with a third party that did not have a financial interest in the specific transactions utilized. In order to comply with this guideline, the appraiser requested that a copy of the closing statement for each closed sale comparable utilized to be sent to the appraiser from a disinterested third party employee of the real estate office of the listing agent (office manager, managing broker, receptionist, assistant). In the event that this request was granted, the appraiser received a copy of the closing statement for each sale utilized and retains this document in the appraisal work file. In the event that this request was not granted, the appraiser requested that the third party personally view the document and relate relevant information contained therein that verified the information provided in the mls and also verified by the listing agent and no copy of the document is retained by the appraiser.

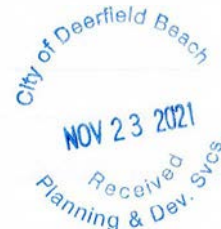
The appraiser also requested that the third party contacted verify the validity of the active listings and/or pending sales utilized, if any. The appraiser considers the above steps taken to be the most effective methods found in order to present the most reliable information possible with regard to the comparables sales and listings utilized for analysis in the sales comparison approach contained in this report and in compliance with frma guidelines.

Comment on search criteria

The appraiser utilized standard appraisal practice search criteria in order to locate comparable data including, but not necessarily limited to-gla, lot size, view, amenities and general appeal to the market. The distance parameter was limited to the waterfront lots in Broward County and the age of closed sales utilized was limited to 1 year per frma guidelines.

Legal description

The legal description of the subject property as reported on page 1 was taken from the realquest.com and/or county property appraiser website. The entire legal description of the subject was not available to the appraiser during the course of normal business.



8Supplemental Addendum

File No. DM2110-33327

Client	Tehinga A. Thatcher				
Property Address	171 SW 3rd St				
City	Deerfield Beach	County	Broward	State	FL Zip Code 33441
Appraiser	Danielle A. Matthews				

Assessor's parcel number

The assessor's parcel number reported on page 1 is taken from the tax rolls for the subject property. It is also known as the folio number. The deeds for many properties in the subject market area reflect a different number, therefore the assessor's number as reported by title companies, which normally take the number from the deed, may reflect a different number than what is contained in this report.

Scope of the appraisal/scope of work

This is an appraisal report which is intended to comply with the reporting requirements set forth under standards rule 2-2 of the uniform standard of professional appraisal practice. As such, it presents only summary discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraisers opinion of value. Supporting documentation that is not provided with the report concerning data, reasoning, and discussion constrained in the report is specific to the needs of the client and for the intended use stated in the report. The appraiser is not responsible for unauthorized use of this report. To develop the opinion of value, the appraiser performed a complete appraisal process, as defined by the uniform standards of professional appraisal practice.

I hereby certify that I have no present or future interest in the subject. I have investigated all factors affecting the market value and all information used is true and correct to the best of my knowledge. This appraisal was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, nor any predetermined value.

The scope of work for this appraisal encompasses the following steps performed within the framework of the commonly accepted appraisal procedures;

1. Inspecting the property being appraised and surrounding market area.
2. Gathering and confirming comparable market data. The market data is obtained through the local mls services, the county tax assessors websites, the tax rolls and confirmed through interviews with owner and/or realtors and/or other parties involved in the transactions and verifying the data through multiple sources.
3. Formulating reasonable opinions and adjustments based on supply and demand factors, as well as physical and functional considerations relative to the highest and best use of the property and its market value.
4. Analyzing the data to formulate sound valuation judgments within the framework and application of the appropriate approaches to value.
5. Disclosing the condition of the neighborhood and subject property.
6. Analyzing and discussing the subject, comparable sales and/or rentals and providing a map of the area and the comparable sales.
7. Including an area map, photographs of the subjects street scene, exterior, and photographs of the comparable sales.
8. Comparable sales and/or rentals are discussed along with the rationale for all conclusions of value from each valuation approach utilized.
9. Adjustment grids depicting qualitative or quantitative adjustments for the comparables. The adjustments to the comparables are derived through paired sales analysis technique, (matched pairs), and are extracted through analysis of recent sales of similar type to the subject, properties from within the subjects market area.

Restricted appraisal

This is an appraisal report, which is intended to comply with the reporting requirement set forth under standards rule 2-2(b) of the uniform standards of professional appraisal practice of the appraisal foundation. As such, it might not include a full discussion of the data, reasoning and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraisers' files.

Purpose of the appraisal report

The purpose of this report is to estimate the market value of the subjects property as of the date indicated. The definition of market value is as defined in fhbb r-41c (9/11/86) and fnma 1004b (6/93)/fhlmc 439 (6/93).

Intended user

The intended user of this appraisal report is the client & is not for lending purposes. No additional intended users are identified by the appraiser.

The intended user is GK Innovations and the purpose is to assist the client in determining market value for a potential offer.

Scope of typical appraisal inspection

The scope of the inspection by the appraiser includes a visual inspection, the depth of which depends on the type of form of the report. The appraiser observes the general condition of the subject on the "effective date" of the report.

Neighborhood description

The subject is located in an established residential area comprised mostly of single family homes which vary in design, age, value range and amenities. It is apparent that homes have been built during various cycles of real estate with newer homes in the area & few vacant lots scattered throughout. Multifamily dwellings are also on subjects street. Area maintenance levels are adequate. The location is convenient to schools, shopping, beaches, restaurants, centers of worship and services. There were no apparent adverse conditions at the time of inspection. Mixed land use does not negatively affect marketability.

Highest & best use of the subject

The subjects zoning is single family and the highest & best use is single family residential. The subject property satisfies the four tests considered in testing a property's highest and best use. 1. The subject site has the utilities, features and characteristics necessary to make the improvements physically possible. 2. The subject is reported by the county to be zoned so as to be legally permissible for a single family dwelling. 3. The subjects property is believed to be financially feasible based on utility, market appeal/demand, and sales data for the market area. 4. The property is considered to be maximally productive as its highest and best use is not projected to change in the near future.

8Supplemental Addendum

File No. DM2110-33327

Client	Tehinga A. Thatcher				
Property Address	171 SW 3rd St				
City	Deerfield Beach	County	Broward	State	FL Zip Code 33441
Appraiser	Danielle A. Matthews				

Comments on exclusions of approaches to value

The subjects market value was derived primarily from the sales comparison approach and no consideration was given to the cost approach due to the age of the subject. The income approach is typically utilized when sufficient investor owned properties exist within the subjects immediate area or neighborhood and when investors regularly acquire such properties that are equally desirable to the subject for the express purpose of the income they provide. While rentals may exist in any area, their presence alone should not be considered as proof of a viable rental or investment marketplace. As such, in areas dominated by "owner occupied" units, it may be inappropriate to employ the income approach, unless the approach clearly represents the motivations and actions of investors in the marketplace as it relates to the subject property and immediate area.

Reconciliation of market value

The sales comparison approach was given the greatest weight in determining the subjects market value. The sales utilized are the most similar, recent sales considered similar to the subject. The listings utilized in the report were not considered in determining market value & were only used for support purposes as well as client requirements.

Comments on methods/techniques for adjustments

The match pair analysis was utilized to determine line adjustments for various differences such as pools, view, garage count, bed/bath count as well as gla adjustments.

Research of the applicable public records, private data services revealed the subject property is not under current agreement or option and is not offered for sale on the open market. Additionally, according to these sources, the subject property has not been transferred during the past 3 years.

The global outbreak of a "novel coronavirus" known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date indicated. The appraiser makes no representation as to the effect on the subject property of any unforeseen event, subsequent to the effective date of the appraisal. This has lead to overall short list times, increasing market values and increasing demand for single family housing however the appraiser cannot predict the future in regards to overall market trends since market reaction is historical data and this event has never occurred before.

The appraiser will have no legal liability to any third party who claims to have relied upon the report, in whole or in part, for any purpose, whatsoever, unless such reliance was agreed to, in advance, by the appraiser in writing. This appraisal is intended for the sold and exclusive use of the appraiser's client to which this report is addressed. No third party is entitled to, or permitted to, rely on this report, for any reason, irrespective of whether or not said third party might have paid for the report, directly, or indirectly.



Subject Photo Page

Client	Tehinga A. Thatcher					
Property Address	171 SW 3rd St					
City	Deerfield Beach	County	Broward	State	FL	Zip Code 33441
Appraiser	Danielle A. Matthews					



Subject Front

171 SW 3rd St
 Sales Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Average
 View
 Site 7,499
 Quality
 Age



Subject Rear/Mangroves

Broken Dock



Subject Street

Comparable Photo Page

Client	Tehinga A. Thatcher					
Property Address	171 SW 3rd St					
City	Deerfield Beach	County	Broward	State	FL	Zip Code 33441
Appraiser	Danielle A. Matthews					



Comparable 1

478 NW 1st Ave
 Prox. to Subject 0.64 miles N
 Sales Price 110,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Average
 View
 Site 9,075
 Quality
 Age



Comparable 2

807 SW 2nd Ave
 Prox. to Subject 0.51 miles S
 Sales Price 68,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Average
 View
 Site 6,353
 Quality
 Age



Comparable 3

116 SW 1st Ct
 Prox. to Subject 0.17 miles NE
 Sales Price 72,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Average
 View
 Site 7,500
 Quality
 Age



Appraiser License

	Ron DeSantis, Governor	Halsey Beshears, Secretary	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION FLORIDA REAL ESTATE APPRAISAL BD			
THE CERTIFIED RESIDENTIAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES			
 MATTHEWS, DANIELLE A 934 N UNIVERSITY DR 329 CORAL SPRINGS FL 33071			
LICENSE NUMBER: RD5942 EXPIRATION DATE: NOVEMBER 30, 2022 Always verify licenses online at MyFloridaLicense.com			
	Do not alter this document in any form. This is your license. It is unlawful for anyone other than the licensee to use this document.		

Supplemental Addendum

File No. DM21110-33327

Client	Tehinga A. Thatcher				
Property Address	171 SW 3rd St				
City	Deerfield Beach	County	Broward	State	FL Zip Code 33441
Appraiser	Danielle A. Matthews				

*** SUBJECT 36-MONTH PRIOR TRANSFER HISTORY***

171 SW 3rd St

-Transferred on 10/15/2020 for \$0. It transferred from Habitat For Humanity Of Broward to City Of Deerfield Beach and was a Quit Claim Deed (Document #116838739).

*** COMPARABLE 12-MONTH PRIOR TRANSFER HISTORY***

(may include properties that were considered but not utilized as comparables)

807 SW 2nd Ave

-Transferred on 10/15/2020 for \$68,000. It transferred from Bhagani Asraf to Premier Excel LLC and was a Warranty Deed (Document #11680401B).

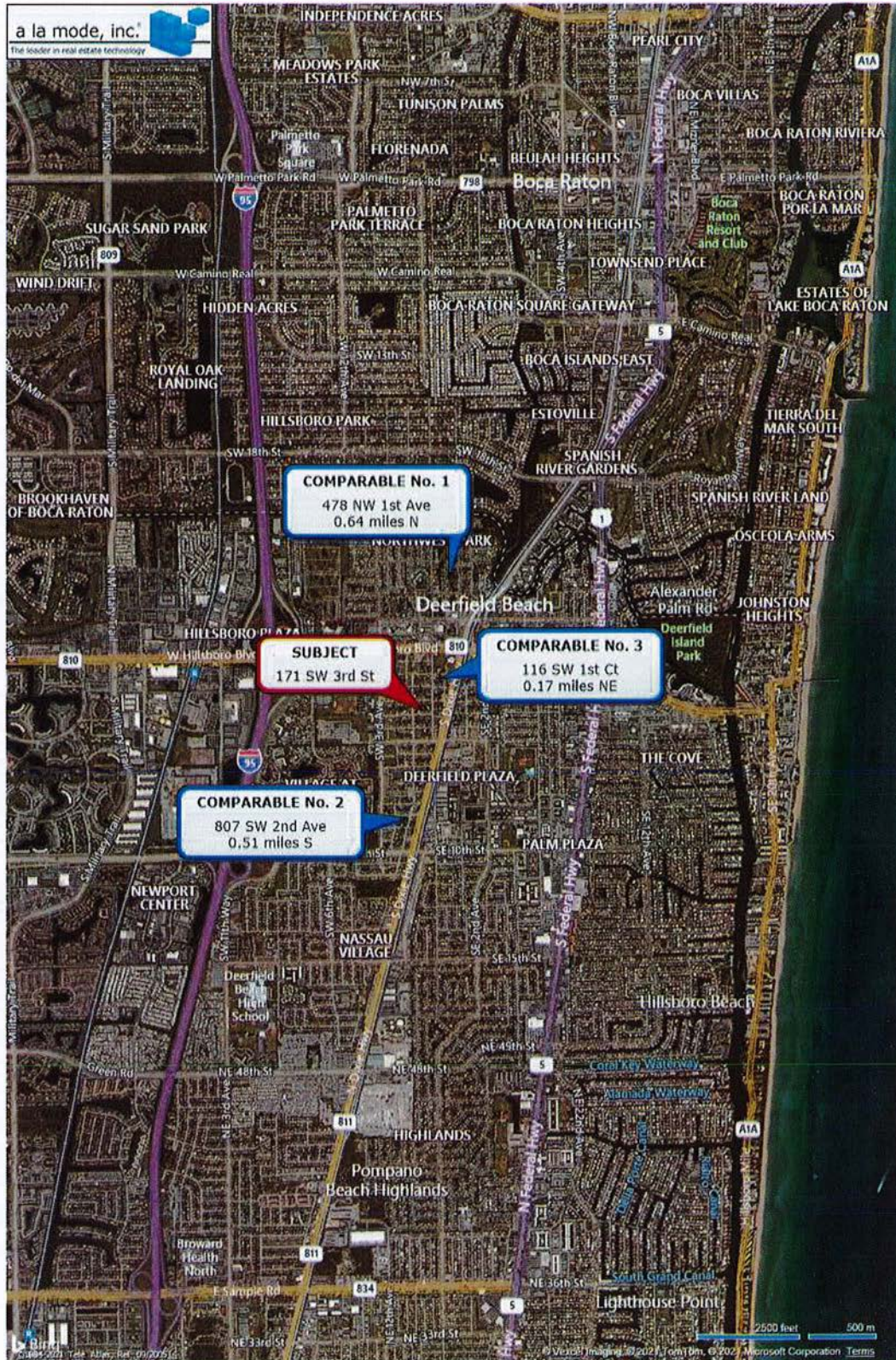
116 SW 1st Ct

-No transfer history

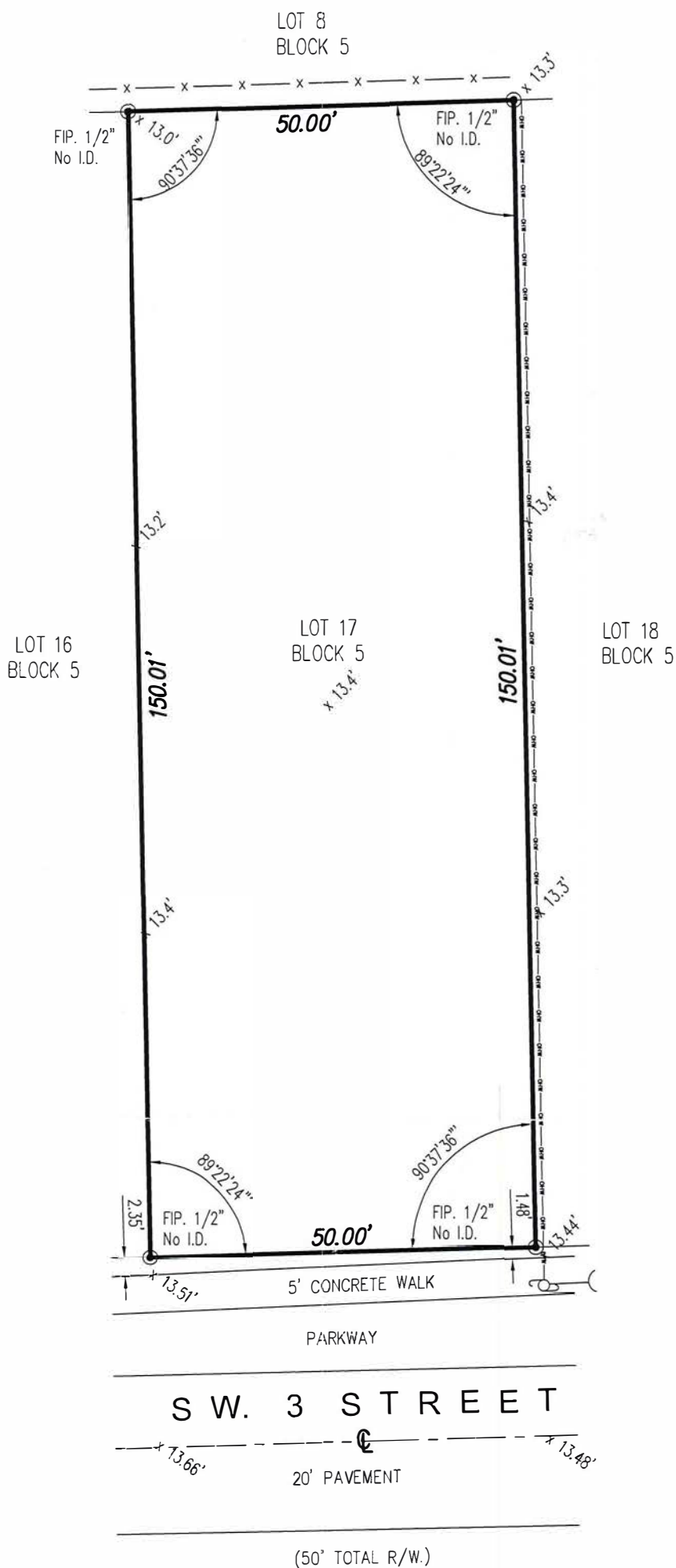
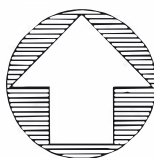


Location Map

Client	Tehinga A. Thatcher			
Property Address	171 SW 3rd St			
City	Deerfield Beach	County	Broward	State FL Zip Code 33441
Appraiser	Danielle A. Matthews			



BOUNDARY SURVEY



ABBREVIATIONS AND LEGEND:

A/C	= DENOTES AIR CONDITIONING UNIT
B.C.	= DENOTES BLOCK CORNER
B.M.	= DENOTES BENCH MARK
C.B.S.	= DENOTES CONCRETE BLOCK STUCCO
C & G	= DENOTES CURVE & GUTTER
V.G.	= DENOTES VALLEY GUTTER
CL	= DENOTES CENTERLINE
M	= DENOTES MONUMENT LINE
F.F.E.	= DENOTES FINISH FLOOR ELEVATION
E.M.	= DENOTES ELECTRIC METER
D.H.	= DENOTES DRILL HOLE
(M)	= DENOTES MEASURE
(R)	= DENOTES RECORD
R/W	= DENOTES RIGHT-OF-WAY
E.	= DENOTES UTILITY EASEMENT
.b.	= DENOTES PLAT BOOK
P.G.	= DENOTES PAGE
P.C.P.	= DENOTES PERMANENT CONTROL POINT
0.00'	= DENOTES LIGHT POLE
x 0.00'	= DENOTES EXISTING ELEVATION
W	= DENOTES WATER METER
W	= DENOTES WOOD FENCE
W	= DENOTES CHAIN LINK FENCE
W	= DENOTES IRON FENCE
W	= DENOTES OVERHEAD LINE
W	= DENOTES FOUND IRON PIPE (NO I.D.)
W	= DENOTES FOUND NAIL AND DISC
W	= DENOTES WOOD POWER POLE
W	= DENOTES MANHOLE SANITARY
W	= DENOTES MANHOLE STORM
W	= DENOTES ASPHALT
W	= DENOTES BRICK
W	= DENOTES CONCRETE PAD
W	= DENOTES TILE

GENERAL NOTES:

LEGAL DESCRIPTION PROVIDED BY OTHERS. EXAMINATION OF THE ABSTRACT OF THE TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECT THIS PROPERTY. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENT OR OTHER RECORDED ENCUMBERANCES NOT SHOWN ON THE PLAT. UNDERGROUND PORTIONS OF FOOTING, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED. ONLY VISIBLE AND ABOVE GROUND ENCROACHMENTS LOCATED. WALL TIES ARE THE FACE OF THE WALL. FENCE OWNERSHIP NOT DETERMINED. BEARINGS REFERENCED TO LINE NOTED AS B.R. BOUNDARY SURVEY MEANS A DRAWING AND/OR GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD, COULD BE DRAWN AT A SHOWN SCALE AND/OR NOT TO SCALE. NO IDENTIFICATION FOUND ON PROPERTY CORNERS UNLESS NOTED. NOT VALID UNLESS SEALED WITH THE SIGNINGS SURVEYORS EMBOSSED SEAL. DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN. ELEVATIONS IF SHOWN ARE BASED UPON NAVD 88 UNLESS OTHERWISE NOTED. THIS IS A BOUNDARY SURVEY UNLESS OTHERWISE NOTED. THIS BOUNDARY SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAME HEREON. THE CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED PARTIES.

BOUNDARY SURVEY		
DATE	DRAWN BY	SCALE
10-15-2021	A.P.	1"=20'
REVISION / UPDATE OF SURVEY		
DATE	DESCRIPTION	
N/A	N/A	

PROPERTY ADDRESS:

171 SW. 3 STREET, DEERFIELD BEACH, FL 33441

LEGAL DESCRIPTION:

LOT 17, BLOCK 5, OF "CARVER HEIGHTS" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25 AT PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CERTIFIED TO:

GK INNOVATIONS, LLC.

ALL BEARINGS AND DISTANCES SHOWN HEREON ARE RECORD AND MEASURED UNLESS OTHERWISE NOTED.

FIELD DATE OF SURVEY	10-15-2021	FLOOD ZONE:	COMMUNITY:	PANEL:
		AH	125101	0178
BENCH MARK:	BM 1898	ELEVATION:	DATE OF FIRM:	SUFFIX:
ELEVATION:	15.23(NGVD) 13.73(NAVD)	15.00'	8-18-2014	H



MARTINEZ & MARTINEZ ENTERPRISES, INC.
LICENSE BUSINESS NO. 7702
7179 WEST 13 AVENUE, HIALEAH, FL 33014
PH: (786) 277-4851 PLSPSM@GMAIL.COM
WEBSITE: MARTINEZ AND MARTINEZ.COM

SIGNED 10-15-2021 FOR THE FIRM
PEDRO LUIS MARTINEZ, LS No. 5443-STATE OF FLORIDA NOT VALID WITHOUT AN AUTHENTIC ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL AND/OR THIS MAP IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSE SURVEYOR AND MAPPER.

APPRAISAL OF REAL PROPERTY



LOCATED AT

171 SW 3rd St
Deerfield Beach, FL 33441
Lot 17 Block 5 Carver Heights Plat 25, Page 41 B

FOR

Eric M. Power, AICP, LIAF Planning Director
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

OPINION OF VALUE

\$56,500

AS OF

12/17/2021

BY

Robert D. Miller
The Urban Group, Inc.
1424 South Andrews Avenue, Suite 200
Ft. Lauderdale, FL 33316
954-522-6226
rmiller@theurbangroup.com

LAND APPRAISAL REPORT

File No.: 21108
State: FL Zip Code: 33441

Property Address:	171 SW 3rd St	City:	Deerfield Beach	State:	FL	Zip Code:	33441
County:	Broward	Legal Description:	Lot 17 Block 5 Carver Heights Plat 25, Page 41 B				

Assessor's Parcel #:	4842-01-03-0720	Tax Year:	2021	R.E. Taxes: \$	0	Special Assessments: \$	0
Market Area Name:	Carver Heights	Map Reference:	22744	Census Tract:	0103.06		
Current Owner of Record:	City of Deerfield Beach			Borrower (if applicable):			
Project Type (if applicable):	☐ PUD	☐ De Minimis PUD	☒ Other (describe)	Subdivided Lot	HOA: \$	0	☐ per year ☐ per month
Are there any existing improvements to the property?	☒ No	☐ Yes	If Yes, indicate current occupancy:		☐ Owner	☐ Tenant	☒ Vacant ☐ Not habitable
If Yes, give a brief description:	Site is vacant land located on an interior lot.						

The purpose of this appraisal is to develop an opinion of:		☒ Market Value (as defined), or	☐ other type of value (describe)
This report reflects the following value (if not Current, see comments):		☒ Current (the Inspection Date is the Effective Date)	☐ Retrospective ☐ Prospective
Property Rights Appraised:		☒ Fee Simple	☐ Leasehold ☐ Leased Fee ☐ Other (describe)
Intended Use:	The intended use of this report is for the clients internal review to utilize in the possible sale of the property.		
Intended User(s) (by name or type):	The intended users of this report are the client and their legal and financial representative..		

Client:	Eric M. Power, AICP, LIAF Planning Director	Address:	150 NE 2nd Avenue, Deerfield Beach, FL 33441
Appraiser:	Robert D. Miller	Address:	1424 South Andrews Avenue, Suite 200, Ft. Lauderdale, FL 33316

Characteristics				Predominant Occupancy	One-Unit Housing		Present Land Use		Change in Land Use	
Location:	☒ Urban	☐ Suburban	☐ Rural	☒ Owner ☐ Tenant ☐ Vacant (0-5%) ☒ Vacant (>5%)	PRICE	AGE	One-Unit	75 %	☒ Not Likely ☐ Likely * ☐ In Process * * To: _____	
Built up:	☒ Over 75%	☐ 25-75%	☐ Under 25%		(\$000)	(yrs)	2-4 Unit	10 %		
Growth rate:	☒ Rapid	☐ Stable	☐ Slow		125	Low	5	Multi-Unit		5 %
Property values:	☒ Increasing	☐ Stable	☐ Declining		400	High	65	Comm'l		5 %
Demand/supply:	☒ Shortage	☐ In Balance	☐ Over Supply		250	Pred	40	Industrial		5 %
Marketing time:	☒ Under 3 Mos.	☐ 3-6 Mos.	☐ Over 6 Mos.					%		

Factors Affecting Marketability											
Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A
Employment Stability	☒	☐	☐	☐	☐	Adequacy of Utilities	☒	☐	☐	☐	☐
Convenience to Employment	☒	☐	☐	☐	☐	Property Compatibility	☒	☐	☐	☐	☐
Convenience to Shopping	☒	☐	☐	☐	☐	Protection from Detrimental Conditions	☒	☐	☐	☐	☐
Convenience to Schools	☒	☐	☐	☐	☐	Police and Fire Protection	☒	☐	☐	☐	☐
Adequacy of Public Transportation	☒	☐	☐	☐	☐	General Appearance of Properties	☒	☐	☐	☐	☐
Recreational Facilities	☒	☐	☐	☐	☐	Appeal to Market	☒	☐	☐	☐	☐

Market Area Comments:	The neighborhood is located south of Hillsboro Boulevard, west of Dixie Highway, east of I-95 and north of SW 10th Street. There is a combination of older single family developments with industrial, commercial, office and hotel properties located on/or within two blocks of Hillsboro Boulevards. There are scattered single family, multi family and apartments located in the neighborhood. After the peak in 2007-2008, the market fell dramatically and has rebounded over the past two years with values increasing due in part to a lack in supply of both land and improved residential in good condition.
-----------------------	---

Dimensions:	50x151	Site Area:	Sq.Ft.
Zoning Classification:	RS-7	Description:	Residential Single Family

Do present improvements comply with existing zoning requirements? ☐ Yes ☐ No ☒ No Improvements

Uses allowed under current zoning: **Single Family Residential Development at 7 units to the acre**

Are CC&Rs applicable? ☐ Yes ☐ No ☒ Unknown Have the documents been reviewed? ☐ Yes ☒ No Ground Rent (if applicable) \$ /

Highest & Best Use as improved: ☐ Present use, or ☒ Other use (explain) Not applicable as site is vacant

Actual Use as of Effective Date:	Vacant Land	Use as appraised in this report:	Vacant Land
----------------------------------	-------------	----------------------------------	-------------

Summary of Highest & Best Use: The highest and best use of the site is for future development with single family residential type housing.

Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage	
Electricity	☒	☐	FPL	Street	<u>171 SW 3rd St</u>	☒	☐	Topography	<u>50 feet-Typical</u>
Gas	☒	☐	Bottled	Width	<u>25</u>			Size	<u>Basically level</u>
Water	☒	☐	City	Surface	<u>Asphalt</u>			Shape	<u>Typical for area</u>
Sanitary Sewer	☒	☐	City	Curb/Gutter	<u>None</u>	☐	☐	Drainage	<u>Basically Rectangular</u>
Storm Sewer	☒	☐	City	Sidewalk	<u>Concrete</u>	☒	☐	View	<u>Appears Adequate</u>
Telephone	☒	☐	ATT	Street Lights	<u>Electric</u>	☒	☐		<u>Single family</u>
Multimedia	☒		Various Cable	Alley	<u>None</u>	☐	☐		

Other site elements:	☒ Inside Lot	☐ Corner Lot	☐ Cul de Sac	☐ Underground Utilities	☐ Other (describe)
----------------------	--	-------------------------------------	-------------------------------------	--	---

FEMA Spec'l Flood Hazard Area	☒ Yes ☐ No	FEMA Flood Zone	AH	FEMA Map #	12011C0178H	FEMA Map Date	08/18/2014
-------------------------------	---	-----------------	----	------------	-------------	---------------	------------

Site Comments: No unfavorable or adverse easements or encroachments were noted in our review.

LAND APPRAISAL REPORT

File No.: 21108

My research ☒ did ☐ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): MLS, BCPA, Deed

TRANSFER HISTORY

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing:	The subject property was transferred via
Date: 11/15/2020		a Quit Claim Deed CIN 116838739 in November of 2020 from Habitat for Humanity of Broward..
Price: \$0.00		
Source(s): BCPA, MLS		
2nd Prior Subject Sale/Transfer	The 2nd prior transfer was in December of 2015 via Quit Claim Deed CIN 113446211 from the city to	
Date: 12/15/2015	Habitat for Humanity of Broward.	
Price: \$100.00		
Source(s): BCPA, MLS		

SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	171 SW 3rd St Deerfield Beach, FL 33441	4000 NE 2nd Ave Deerfield Beach, FL 33064	116 SW 1st Ct Deerfield Beach, FL 33441	478 NW 1st Ave Deerfield Beach, FL 33441
Proximity to Subject		2.64 miles SW	0.17 miles NE	0.64 miles N
Sale Price	\$	\$ 7.35	\$ 9.6	\$ 12.12
Price/ Sq.Ft.	\$	\$	\$	\$
Data Source(s)	Inspection	BCPA, Inspection, MLS	BCPA, Inspection, MLS	BCPA, Inspection, MLS
Verification Source(s)	Pub Rec MLS.	Pub. Rec., MLS, Deed	Pub. Rec., MLS, Deed	Pub. Rec., MLS, Deed
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
		+ (-) \$ Adjust	+ (-) \$ Adjust	+ (-) \$ Adjust
Sales or Financing	Conventional	Cash	Cash	Cash
Concessions	None	None	None	None
Date of Sale/Time	10/15/2020	10/21/2020	11/23/2020	6/30/2021
Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Location	Residential	Residential	Residential	Residential
Site Area (in Sq.Ft.)	7,499	8,844	7,500	9,075
Zoning	RS-7	RS-4c	DBR	RS-5
Sale Price		\$65,000	\$72,000	\$110,000
Improvements	None	None	None	None
Net Adjustment (Total, in \$)		☐ + ☐ - \$	☐ + ☐ - \$	☐ + ☒ - \$ -2
Adjusted Sale Price (in \$)		Net % Gross % \$ 7.35	Net % Gross % \$ 9.6	Net 16.5 % Gross 16.5 % \$ 10.12

Summary of Sales Comparison Approach In this appraisal assignment, we reviewed land sales in the vicinity of the subject property and our research indicated a total of 5 lots that sold in the last 18 Months. The sales occurred over the time frame from July 2020 to June 2021 and ranged in size from a low of 6,311 to 9,075 square feet of land area. The sales had an unadjusted unit sale price range from a low of \$7.35 to a high of \$12.12. We have made adjustments to the sales to reflect the differences as noted with adjustments considered for size, zoning and locational variances. The sales had an adjusted unit sale price from a low of \$7.35 to a high of \$10.70 Based on the review of the sales data, a market value of \$7.50 per square foot of land area was considered applicable. This indicates a market value of 7,499 square feet x \$7.50 per square foot or a total of \$56,242.5 say \$ 56,500. Four of the sales sold between \$56,000 and \$72,000 and the review of the per square foot analysis indicated a market value within that range and supports our conclusion.

PUD

PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.

Legal Name of Project:

Describe common elements and recreational facilities:

RECONCILIATION

Indicated Value by: Sales Comparison Approach \$ 56,500 or \$ 7.53 per Sq.Ft.

Final Reconciliation Based on the review of the Sales Comparison Approach to Value, we estimated the market value at \$56,500

This approach is considered to be most applicable in the valuation of this type of land.

This appraisal is made ☒ "as is", or ☐ subject to the following conditions:

☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is:

\$ \$56,500, as of: 12/17/2021, which is the effective date of this appraisal.

If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

ATTACH.

A true and complete copy of this report contains 18 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:

☒ Limiting cond./Certifications ☐ Narrative Addendum ☒ Location Map(s) ☒ Flood Addendum ☐ Additional Sales
☒ Photo Addenda ☒ Parcel Map ☐ Hypothetical Conditions ☐ Extraordinary Assumptions ☐ Hypothetical Conditions

SIGNATURES

Client Contact: Eric Power	Client Name: Eric M. Power, AICP, LIAF Planning Director
E-Mail: empower@deerfield-beach.com	Address: 150 NE 2nd Avenue, Deerfield Beach, FL 33441
APPRaiser	SUPERVISORY APPRAISER (if required) or CO-APPRaiser (if applicable)
Appraiser Name: Robert D. Miller	Supervisory or Co-Appraiser Name:
Company: The Urban Group, Inc.	Company:
Phone: 954-522-6226 Fax: 954-522-6422	Phone: Fax:
E-Mail: rmiller@theurbangroup.com	E-Mail:
Date of Report (Signature): 12/21/2021	Date of Report (Signature):
License or Certification #: RZ1270 State: FL	License or Certification #: State:
Designation: ASA	Designation:
Expiration Date of License or Certification: 11/30/2022	Expiration Date of License or Certification:
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)	Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect
Date of Inspection: 12/17/2021	Date of Inspection:

File No.: 21108

SALES COMPARISON APPROACH

Assumptions, Limiting Conditions & Scope of Work

File No.: 21108

Property Address:	171 SW 3rd St	City:	Deerfield Beach	State:	FL	Zip Code:	33441
Client:	Eric M. Power, AICP, LIAF Planning Director	Address:	150 NE 2nd Avenue, Deerfield Beach, FL 33441				
Appraiser:	Robert D. Miller	Address:	1424 South Andrews Avenue, Suite 200, Ft. Lauderdale, FL 33316				

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

Certifications

Property Address: 171 SW 3rd St City: Deerfield Beach File No.: 21108
Client: Eric M. Power, AICP, LIAF Planning Director Address: 150 NE 2nd Avenue, Deerfield Beach, FL 33441 State: FL Zip Code: 33441
Appraiser: Robert D. Miller Address: 1424 South Andrews Avenue, Suite 200, Ft. Lauderdale, FL 33316

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact: Eric Power	Client Name: Eric M. Power, AICP, LIAF Planning Director
E-Mail: empower@deerfield-beach.com	Address: 150 NE 2nd Avenue, Deerfield Beach, FL 33441
APPRAISER	
SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)	
	
Appraiser Name: Robert D. Miller	Supervisory or Co-Appraiser Name:
Company: The Urban Group, Inc.	Company:
Phone: 954-522-6226 Fax: 954-522-6422	Phone: Fax:
E-Mail: rmiller@theurbangroup.com	E-Mail:
Date Report Signed: 12/21/2021	Date Report Signed:
License or Certification #: RZ1270 State: FL	License or Certification #: State:
Designation: ASA	Designation:
Expiration Date of License or Certification: 11/30/2022	Expiration Date of License or Certification:
Inspection of Subject: ☒ Interior & Exterior ☒ Exterior Only ☐ None	Inspection of Subject: ☐ Interior & Exterior ☐ Exterior Only ☐ None
Date of Inspection: 12/17/2021	Date of Inspection:

SIGNATURES

Subject Photo Page

Borrower						
Property Address	171 SW 3rd St					
City	Deerfield Beach	County	Broward	State	FL	Zip Code 33441
Lender/Client	Eric M. Power, AICP, LIAF Planning Director					



Subject Property

171 SW 3rd St

Sales Price

Gross Living Area

Total Rooms

Total Bedrooms

Total Bathrooms

Location

Residential

View

SF Residential

Site

7,499

Quality

Age



Street View Looking Easterly



Northerly View from Street

Comparable Photo Page

Borrower						
Property Address	171 SW 3rd St					
City	Deerfield Beach	County	Broward	State	FL	Zip Code 33441
Lender/Client	Eric M. Power, AICP, LIAF Planning Director					



Comparable 1

4000 NE 2nd Ave
 Prox. to Subject 2.64 miles SW
 Sales Price 7.35
 Gross Living Area 5,391
 Total Rooms 12
 Total Bedrooms 7
 Total Bathrooms 5.5
 Location Residential
 View SF Residential
 Site 8,844
 Quality Good
 Age 20



Comparable 2

116 SW 1st Ct
 Prox. to Subject 0.17 miles NE
 Sales Price 9.6
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Residential
 View
 Site 7,500
 Quality
 Age



Comparable 3

478 NW 1st Ave
 Prox. to Subject 0.64 miles N
 Sales Price 12.12
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Residential
 View
 Site 9,075
 Quality
 Age

Comparable Photo Page

Borrower						
Property Address	171 SW 3rd St					
City	Deerfield Beach	County	Broward	State	FL	Zip Code 33441
Lender/Client	Eric M. Power, AICP, LIAF Planning Director					



Comparable 4

807 SW 2nd Ave
 Prox. to Subject 0.51 miles S
 Sale Price 10.7
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Residential
 View
 Site 6,353
 Quality
 Age



Comparable 5

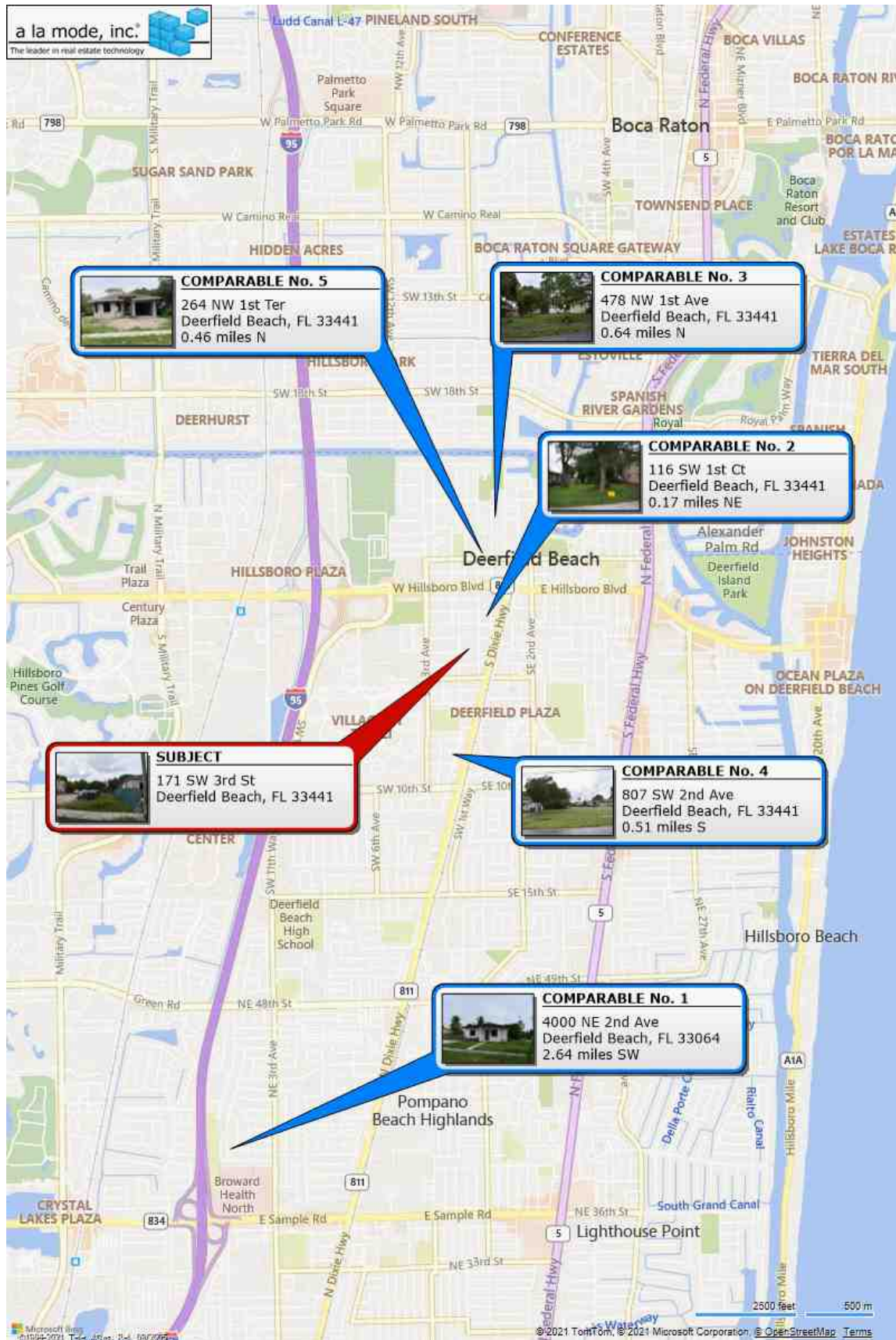
264 NW 1st Ter
 Prox. to Subject 0.46 miles N
 Sale Price 8.87
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Residential
 View
 Site 6,311
 Quality
 Age

Comparable 6

Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

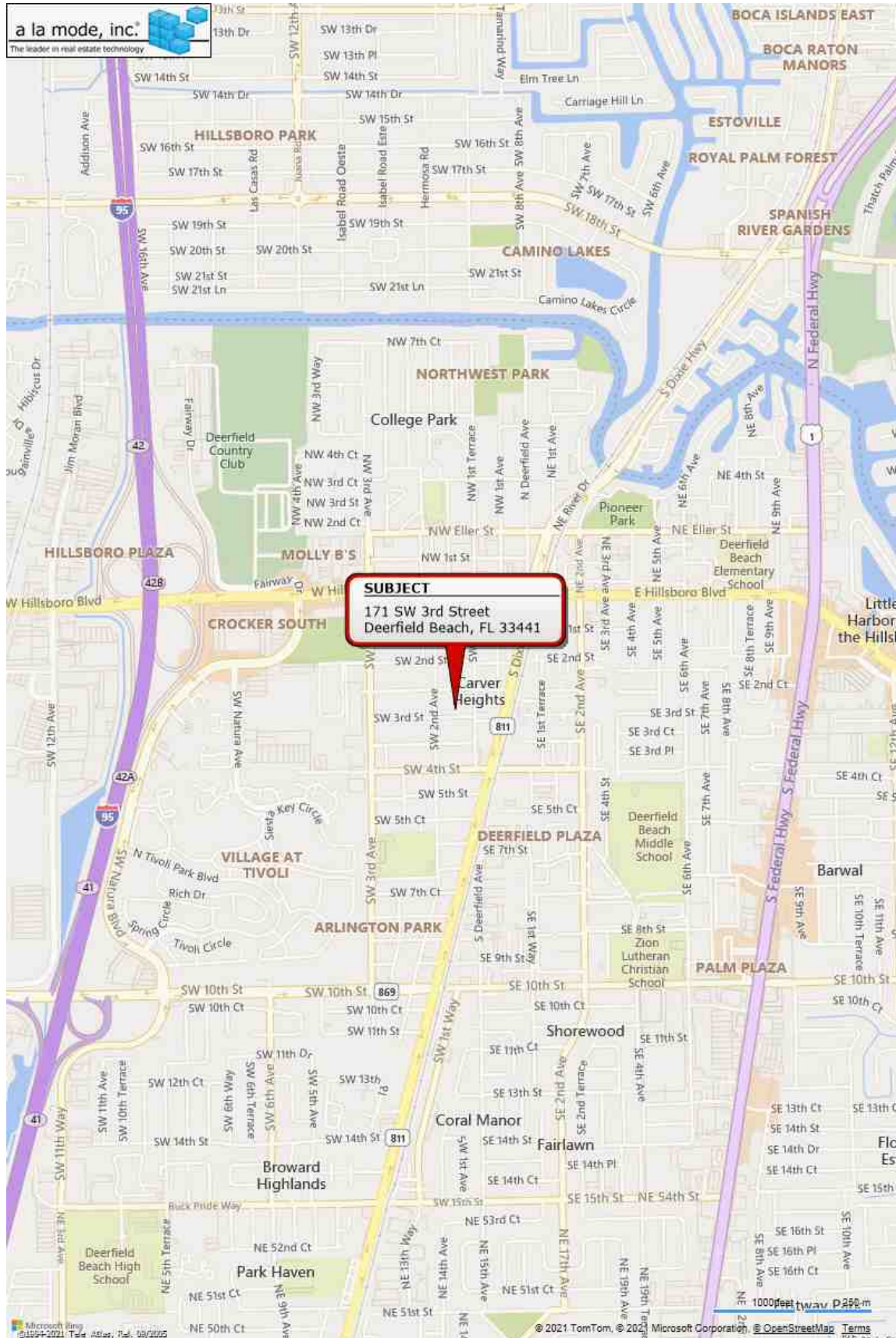
Comparable Sales Location Map

Borrower						
Property Address	171 SW 3rd St					
City	Deerfield Beach	County	Broward	State	FL	Zip Code 33441
Lender/Client	Eric M. Power, AICP, LIAF Planning Director					



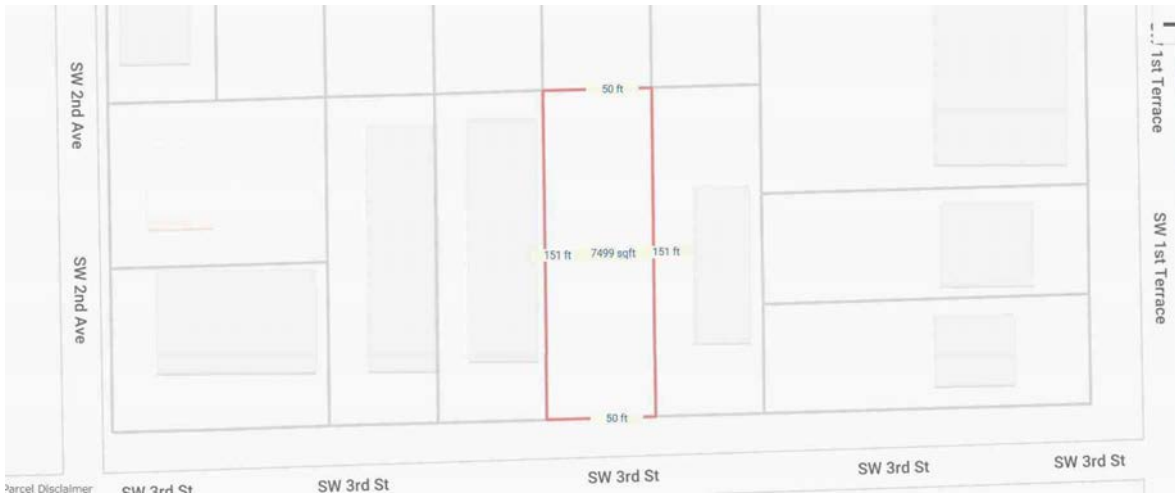
Subject Location Map

Borrower						
Property Address	171 SW 3rd St					
City	Deerfield Beach	County	Broward	State	FL	Zip Code 33441
Lender/Client	Eric M. Power, AICP, LIAF Planning Director					



Site Sketch

Borrower						
Property Address	171 SW 3rd St					
City	Deerfield Beach	County	Broward	State	FL	Zip Code 33441
Lender/Client	Eric M. Power, AICP, LIAF Planning Director					



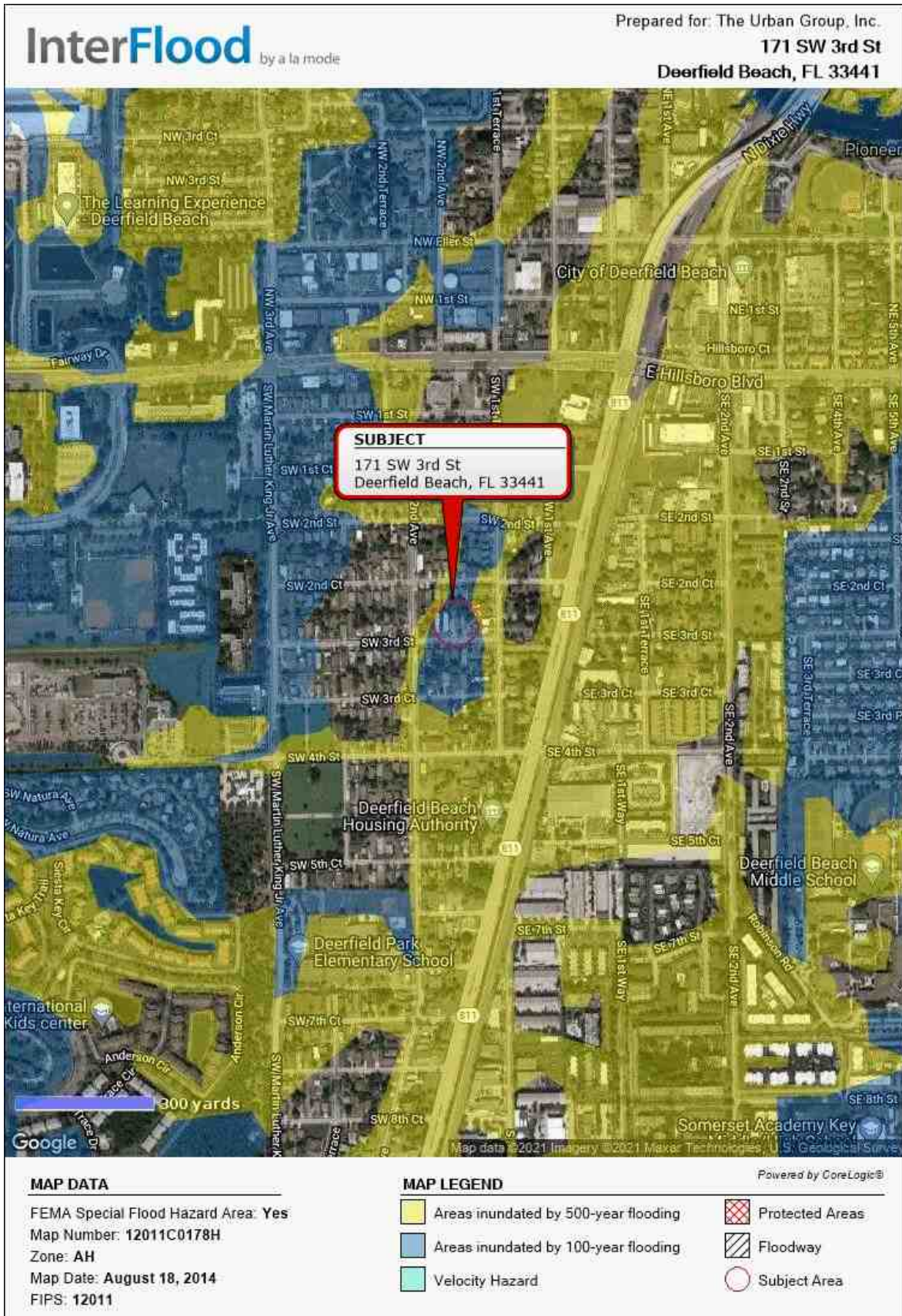
Aerial

Borrower						
Property Address	171 SW 3rd St					
City	Deerfield Beach	County	Broward	State	FL	Zip Code 33441
Lender/Client	Eric M. Power, AICP, LIAF Planning Director					

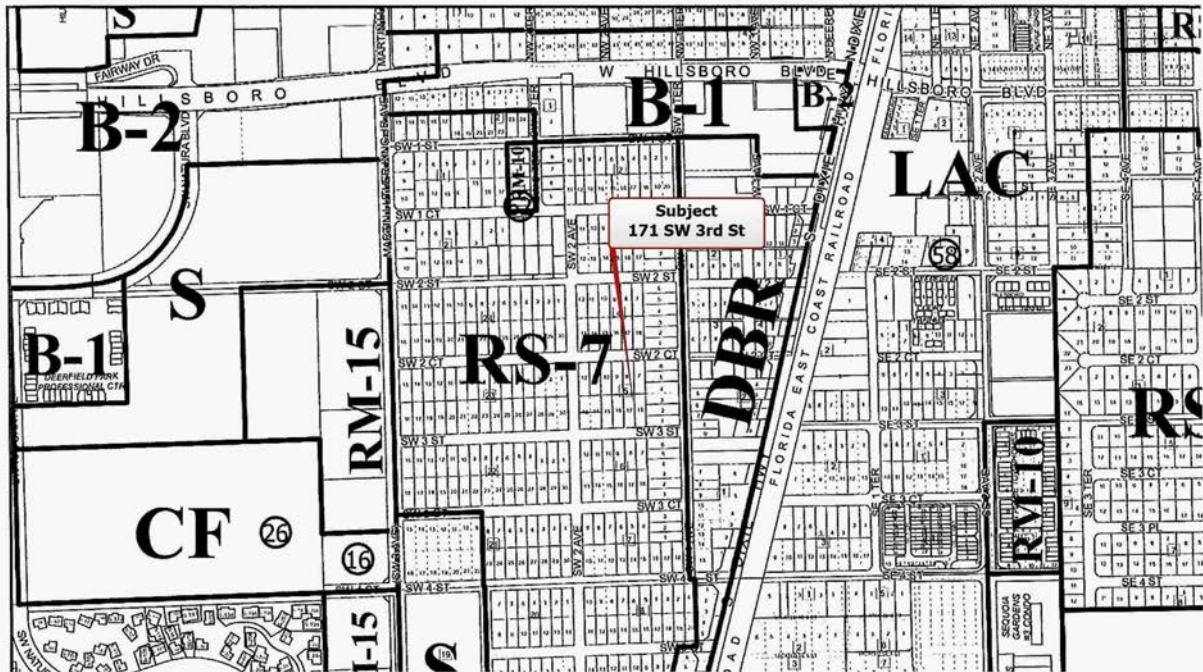


Flood Map

Borrower						
Property Address	171 SW 3rd St					
City	Deerfield Beach	County	Broward	State	FL	Zip Code 33441
Lender/Client	Eric M. Power, AICP, LIAF Planning Director					



City of Deerfield Beach Zoning Map



Instr# 116838739 , Page 1 of 2, Recorded 11/03/2020 at 09:34 AM
Broward County Commission
Deed Doc Stamps: \$0.00

Prepared By

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

After Recording Return To

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

QUIT CLAIM DEED

THIS QUIT CLAIM DEED executed this 15th day of October, 2020 by HABITAT FOR HUMANITY OF BROWARD, a not for profit, whose address is 3564 North Ocean Blvd., Fort Lauderdale, Florida 33308 ("Grantor") to THE CITY OF DEERFIELD BEACH, a municipal corporation, whose address is 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441 ("Grantee").

WITNESSETH:

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

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

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



Instr# 116838739 , Page 2 of 2, End of Document

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

Sign, sealed, and delivered in the presence of:

[Signature]
Grantor's Signature
NANCY ROBIN, CEO
Habitat for Humanity of Broward
3564 North Ocean Blvd
Ft Lauderdale, FL, 33308

[Signature]
Witness's Signature
DEYSE PETERSON
Witness's Name
3564 N. Ocean Blvd.
Address
Fort Lauderdale, FL 33308
City, State & Zip

[Signature]
Witness's Signature
Gilberto Medina
Witness's Name
3564 N Ocean Blvd
Address
Fort Lauderdale, FL 33308
City, State & Zip

STATE OF FLORIDA)

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of October, 2020 by Nancy Robin for Habitat for Humanity of Broward, who is known to me or has produced X as identification.

(SEAL)



[Signature]
Notary Public

My Commission Expires: 8-21-2023

Borrower Property Address 171 SW 3rd St		File No. 21108	
City Deerfield Beach	County Broward	State FL	Zip Code 33441
Lender/Client Eric M. Power, AICP, LIAF Planning Director			

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

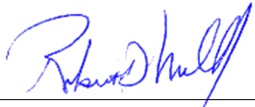
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

The appraiser has not completed any other appraisal assignments on the subject property during the previous three years.

APPRAISER:

Signature: 

Name: Robert D. Miller

ASA

State Certification #: RZ1270

or State License #:

State: FL Expiration Date of Certification or License: 11/30/2022

Date of Signature and Report: 12/21/2021

Effective Date of Appraisal: 12/17/2021

Inspection of Subject: ☐ None ☒ Interior and Exterior ☒ Exterior-Only

Date of Inspection (if applicable): 12/17/2021

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____

Name: _____

State Certification #: _____

or State License #: _____

State: _____ Expiration Date of Certification or License: _____

Date of Signature: _____

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): _____



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1096

Agenda Date: 3/1/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Facility Use Agreement with Toastmasters International d/b/a Club Paradise Toastmasters - 1567808 for public speaking and leadership classes at the Hillsboro Community Center; approving the waiver of facility use fees to support the training within the City; providing for execution, severability, and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Toastmasters International d/b/a Club Paradise Toastmasters – 1567808 (“Toastmasters”) is a not-for-profit educational organization that teaches public speaking and leadership skills through a worldwide network of clubs.

Current Activity

Toastmasters has requested the use of the Hillsboro Community Center to conduct the Training not to exceed one night per week for approximately 50 weeks (the “Facility Use”). Toastmasters has committed to use best efforts to achieve a minimum of thirty percent (30%) of the total participation in the Training by City residents and has requested a waiver of facility use fees to support the Training within the City.

With the Toastmaster International classes now being offered at the Hillsboro Community Center, City Commission approval is necessary for the City and Toastmasters to enter into a Facility Use Agreement as they are requesting use of the facility at no charge.

A \$150.00 security deposit will be required and they must submit the proper insurance and indemnification. They must follow all facilities rules and regulations.

Recommendation

It is the recommendation of staff to approve the Facility Use Agreement between the City and Toastmasters International.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A FACILITY USE AGREEMENT WITH TOASTMASTERS INTERNATIONAL D/B/A CLUB PARADISE TOASTMASTERS – 1567808 FOR PUBLIC SPEAKING AND LEADERSHIP CLASSES AT THE HILLSBORO COMMUNITY CENTER; APPROVING THE WAIVER OF FACILITY USE FEES TO SUPPORT THE TRAINING WITHIN THE CITY; PROVIDING FOR EXECUTION, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, Toastmasters International d/b/a Club Paradise Toastmasters – 1567808 (“Toastmasters”) is a not-for-profit educational organization that teaches public speaking and leadership skills through a worldwide network of clubs; and

WHEREAS, the City owns and operates the Hillsboro Community Center, which is suitable for use by Toastmasters for its public speaking and leadership classes and programming (the “Training”); and

WHEREAS, Toastmasters has requested the use of the Hillsboro Community Center to conduct the Training not to exceed one night per week for approximately 50 weeks (the “Facility Use”); and

WHEREAS, Toastmasters has committed to use best efforts to achieve a minimum of thirty percent (30%) of the total participation in the Training by City residents and has requested a waiver of facility use fees to support the Training within the City; and

WHEREAS, City staff recommends approving the Facility Use, and a Facility Use Agreement with Toastmasters, attached as Exhibit “A” (the “Agreement”), to support the Training within the City for an initial one-year period, with two additional annual renewal options; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Facility Use and the waiver of fees for the Facility Use (the “Fee Waiver”) and authorize execution of the Agreement with Toastmasters.

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

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

Section 2. The City Commission hereby authorizes and approves the Facility Use by Toastmasters for the Training subject to the terms of the Agreement.

Section 3. The City Commission finds that the Fee Waiver for the Facility Use in

accordance with the terms of the Agreement serves the public interests of the citizens of the City and is hereby approved.

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

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

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

Section 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

**FACILITY USE AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH
AND TOASTMASTERS INTERNATIONAL D/B/A CLUB PARADISE
TOASTMASTERS - 1567808**

This Agreement (the "Agreement") is made and entered into this 1 day of March 2022 (the "Effective Date"), between the City of Deerfield Beach, Florida, (the "CITY"), and Toastmasters International d/b/a Club Paradise Toastmasters - 1567808 (the "LICENSEE").

WHEREAS, LICENSEE is a not-for-profit educational organization that teaches public speaking and leadership skills through a worldwide network of clubs; and

WHEREAS, the City owns and operates facilities, including the Hillsboro Technology Center, which are suitable for use by the LICENSEE for LICENSEE'S public speaking and leadership classes (the "Training"); and

WHEREAS, LICENSEE desires to obtain a non-exclusive license to use areas of the Hillsboro Community Center approved by the City (the "Permitted Area") to administer LICENSEE'S Training in accordance with applicable law (the "Training"); and

WHEREAS, LICENSEE has requested the use of Permitted Area at no charge no more than one time per week for fifty weeks to support the Training within the City; and

WHEREAS, the CITY agrees to permit LICENSEE to conduct LICENSEE'S Training at the Permitted Area and to provide facility usage to support the Training within the City, subject to the terms and conditions set forth in this Agreement.

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

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

Section 2. Scope of Work. LICENSEE shall administer the Training within the City at the Permitted Area in accordance with the Scope of Services, attached as Exhibit "A", and the terms and conditions of this Agreement. LICENSEE agrees to use best efforts to achieve a minimum of thirty percent (30%) of the total participation in the Training by residents of the City of Deerfield Beach.

Section 3. Term. This Agreement shall take effect upon the Effective Date and shall continue for a one-year term, unless terminated or renewed as permitted herein (the "Term"). The City Manager (or designee) and Licensee may renew this Agreement for two additional one-year terms by execution of a written Amendment signed by the parties.

Section 4. Licensee's Responsibilities.

- a. *Security Deposit.* Upon execution of this Agreement and prior to conducting any Training at the Permitted Area, LICENSEE shall pay a \$150.00 security deposit to the City.

- b. *Non-profit Status.* Upon execution of this Agreement, LICENSEE shall provide the City with a copy of LICENSEE'S non-profit corporate status and any reasonable supporting documentation that may be requested by the City to verify such status.
- c. *List of Licensee's Attendees.* Prior to the first official Training, LICENSEE shall provide the City with (i) a list of each individual that will be providing any Training service or otherwise serving as a representative of LICENSEE, and (ii) a list of each participant in the Training, together with the municipality of the home address of each participant.
- d. *Scheduling.* LICENSEE shall provide a schedule of the Training before the start of the training based on availability of the Permitted Area. The LICENSEE must attain from the CITY, a facility use permit (at no additional cost) for all scheduled activity. Any and all amendments to the original schedule must be submitted in writing five (5) business days prior to actual rescheduled classes to the Parks & Recreation Director or designee. It is understood by LICENSEE that it is one of many users of the city facility and that the CITY may not in all cases be able to permit the exclusive use of the facilities at all the times desired by LICENSEE.

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

- g. *Damage to Facilities.* LICENSEE recognizes that the Permitted Area is a community focal point that the CITY wishes to maintain in pristine conditions. LICENSEE agrees it will take no action that would cause damage to the Permitted Area. In this regard, LICENSEE agrees not to cause damage to the landscaping or, foliage to the Permitted Area. LICENSEE shall not cause any litter or debris to be left on the Permitted Area. Moreover, LICENSEE shall ensure that there shall be no consumption of alcoholic beverages or illicit drugs in the Permitted Area. LICENSEE agrees to a fine of \$100 per violation, if there is a violation of the aforementioned provision, which amounts may be deducted from any funds to be provided to LICENSEE by the CITY, if any. If there are conditions that occur during the Training that require an adjustment of security deposit returned at the conclusion of the Training, LICENSEE shall pay any overages of fees within ten days of the conclusion of the Code Training.
- h. *Clean-up of Permitted Areas.* Immediately after each Training class, the LICENSEE shall be responsible for cleaning the areas used during the administration of any Training. LICENSEE furthers agrees to ensure that all trash will be placed in CITY receptacles. LICENSEE agrees to a fine of \$100 per violation for failure to adhere to this subsection, which amounts may be deducted from any funds to be provided to Licensee by the City. LICENSEE, at the conclusion of each Training class, must restore the site to a condition equal to that existing prior to the Training class. LICENSEE shall pay all costs for the repair and replacement of CITY property that is damaged during the Training.

- i. *Emergency Access and Dangerous Conditions.* LICENSEE agrees to provide all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending the Training. If, in the course of LICENSEE'S operations, CITY or its officers, agents and employees become aware of any condition in or about the Permitted Area which may be dangerous, LICENSEE shall immediately correct such condition or cease operations upon being notified so as not to endanger persons or property.

Section 5. City Support. The CITY agrees to provide LICENSEE with use of the Permitted Areas at no cost to support LICENSEE'S Training within the City during the Term, subject to the terms and conditions of this Agreement (the "Grant"). Based upon this support, LICENSEE shall provide such financial information related to LICENSEE as provided for in City rules and regulations or as may be requested by the City Manager or designee. Upon request, LICENSEE agrees to submit a budget to the City with details on anticipated revenues and expenditures for the Training.

Section 6. Background Checks. LICENSEE shall comply with the City's Criminal Background Check Policy, Section 38-132 of the City Code, as such policy may be amended from time to time (the "Policy").

- a. LICENSEE shall be required to perform a criminal background check for any person employed by or under contract with the LICENSEE, and any LICENSEE representative, who is providing the Training or will be in or on city property (each is a "Volunteer") and the results of such background checks shall be provided to the City prior to any Volunteer utilizing a City facility for Training.
- b. Volunteers shall be prohibited from participating in Training at any City Facilities in the event: (i) they have not had a current background check conducted in accordance with the Policy, or (ii) the results of their background check reveal any of the disqualification factors set forth in the Policy.
- c. By signing this Agreement, LICENSEE acknowledges that LICENSEE has read and understands the Policy and agrees to abide by the background screening qualification standards set forth in the Policy with respect to LICENSEE'S Volunteers. Further, LICENSEE agrees to provide written notice to the City immediately upon LICENSEE'S knowledge of any occurrence that, under the Policy, would disqualify any Volunteer. The City shall have the right to immediately terminate this Agreement upon written notice to LICENSEE if LICENSEE fails to abide by the Policy.
- d. *Affidavit.* LICENSEE shall be required to submit an affidavit on a form provided by or approved by the City certifying compliance with the Policy, as may be amended from time to time. Such affidavit shall be submitted to the City Manager or designee prior to conducting any Code Training under this Agreement.

Section 7. Insurance and Indemnification.

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

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

The general liability and property damage insurance shall, at a minimum, cover the Licensee's trainers and representatives and the participants who are participating in any Training.

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

The insurance shall contain the following endorsement:

In addition to the coverage stated in the body of the policy, the policy shall indemnify and hold harmless the CITY, its officers, agents and employees from all claims for bodily injuries to the public in and up to the amount of \$300,000.00 for each occurrence and for all damages to the property of others in and up to the amount of \$300,000.00 for each, including costs of investigation, all expenses of litigation, including reasonable attorney's fees and the cost of appeals arising out of any claims or suits because of any and all acts or omission or commission by the LICENSEE, its agents, servants, or employees, or through the mere existence of the project under contract.

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

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

Section 8. Compliance with Applicable Laws and Policies.

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

Section 9. Storage. The storage of materials and equipment belonging to LICENSEE in the City facilities is strictly prohibited. The LICENSEE agrees to be solely responsible for LICENSEE'S items on City property and LICENSEE shall indemnify and hold the CITY harmless against any and all costs, damages, claims and expenses (including reasonable attorney's fees) arising in any manner from LICENSEE'S storage of any equipment or materials on any City property, including but not limited to the Permitted Area.

Section 10. Termination. This Agreement may be terminated by LICENSEE upon thirty days written notice to the City of such termination in which event LICENSEE shall not be entitled to any additional use of the Permitted Area at no cost. The CITY shall have the right in its sole discretion to terminate this AGREEMENT with or without cause by giving thirty days' notice to LICENSEE. If the CITY elects to terminate this AGREEMENT, the CITY shall return any unused portion of any security deposit paid by LICENSEE, unless it is necessary to be retained by the CITY to address unpaid fine violations or damages caused to any City facilities by LICENSEE.

This Agreement may be terminated by the City for cause if the LICENSEE is in breach of this Agreement and fails to correct the breach within ten days after written notice from the CITY identifying the breach. Upon receipt of such notice, and unless otherwise directed by the City in writing, LICENSEE shall immediately cease all activities at the Permitted Area.

Section 11. Audit Rights and Retention of Records. During the Term of this Agreement and for three (3) years following the Agreement's expiration, the CITY shall have the right to audit the books, records, and accounts of the LICENSEE and its subcontractors that are related to the Training. The LICENSEE and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Scope of Services. All books, records, and accounts of the LICENSEE and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the LICENSEE or its subcontractors, as applicable, shall make same available at no cost to the CITY in written form.

The LICENSEE and its subcontractors shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents,

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

Section 12. Coordination of Services. The CITY'S primary representative/liaison during the performance of this Agreement shall be the Director of Parks and Recreation or Designee.

Section 13. City Reservation of Rights. The City reserves the right to order any participant who is deemed by the City, in its discretion, to be a threat to any participant or the public or City property or who flagrantly violates City policies, rules or regulations relating to facility usage to leave City grounds.

Section 14. Notices. Any notices or documents required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, registered mail, return receipt requested, addressed to the parties hereto at the respective addresses below, or at such other addresses as the parties may specify by written notice delivered in accordance with this Agreement:

FOR CONTRACTOR:

Toastmaster's International D/B/A Club Paradise Toastmasters
Dave Paltanavich
1483 SW 25th Way
Deerfield Beach, FL 33441

FOR CITY:

David Santucci
City Manager
City of Deerfield Beach 150 N.E. Ave
Deerfield Beach, FL 33025

With A Copv to:

Anthony C. Soroka, Esquire
City Attorney
Weiss Serota Helfman Cole, & Bierman, PL.
1200 Federal Highway Boca Raton, FL 33431

Section 15. No Leasehold. LICENSEE and CITY intend that this document shall be a license and privilege, and that no leasehold or other interest in the land or Permitted Areas is conferred upon the user under the provisions of this Agreement. LICENSEE uses the Property in an "as is" condition.

Section 16. Public Records. LICENSEE shall comply with Chapter 119, Fla. Stat., Florida's Public Records Law. Specifically, LICENSEE shall:

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

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

Section 17. Miscellaneous.

- a. Entire Agreement. The parties agree that this is the entire Agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.
- b. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of the Agreement or portions thereof, shall not be affected and shall remain in full force and effect.
- c. Waiver. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of by that party.
- d. Governing Law. The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with

the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under or pursuant to this Agreement shall be in Broward County, in the State of Florida.

- e. Binding Effect. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.
- f. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.
- g. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the party's further intention that this Agreement be construed liberally to achieve its intent .
- h. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- i. Assignability. This Agreement is not assignable.

[THE REMAINDER OF THIS AGREEMENT IS INTENTIONALLY LEFT BLANK]

**FACILITY USE AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH
AND TOASTMASTERS INTERNATIONAL D/B/A CLUB PARADISE
TOASTMASTERS - 1567808**

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

CITY

ATTEST:

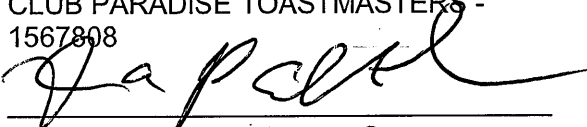
CITY OF DEERFIELD BEACH, FLORIDA, a
municipal corporation of the State of Florida

Samantha Gillyard, City Clerk

David Santucci, City Manager

LICENSEE

TOASTMASTERS INTERNATIONAL D/B/A
CLUB PARADISE TOASTMASTERS -
1567808



Print: DAVID POTHANAVILL
Title: CLUB PRESIDENT
Date: 3-10-22

Witnesses:

Print Name: _____
Date: _____

Print Name: _____
Date: _____

EXHIBIT "A" SCOPE OF SERVICES

Licensee shall administer the Training at the Permitted Area within the City of Deerfield Beach in accordance with all applicable laws, policies, rules and regulations. Licensee's use of the Permitted Area under this agreement shall not exceed one night per week for approximately 50 weeks, except as provided below. Licensee agrees to provide training opportunities to City employees. Licensee will meet Thursdays from 6:45 to 8:15.

Licensee agrees to use good faith efforts to coordinate with the City to create and implement a youth training program focusing on providing public speaking and leadership training to youth within the city (the "Youth Program"). The City Manager or designee and Licensee may by written agreement provide for additional use of the Permitted Area by Licensee for a Youth Program held in accordance with the terms of this Agreement.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1103

Agenda Date: 3/1/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the expenditure in an amount not to exceed \$100,000 with PeopleReady, Inc. for temporary staffing services for Department of Sustainable Management; providing an effective date. (Funds from Account #450-4551-534-32-99 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Not to exceed \$100,000

Account Name: Other Contractual Services

Account Number: 450-4551-534-32.99

Background/History

The City has been using PeopleReady to supplement the City's internal solid waste collection services staffing levels since 2016. The City uses this staffing agency because it is a local business that has temporary staff who are available and have specifically been trained in multiple solid waste lines of business. In the past, we have attempted to use one of the City's other contracted temporary staffing agencies; however, they were not able to provide the quantity or the experience that the City requires in a timely manner. Additionally, PeopleReady is the preferred temporary staffing provider for many local private solid waste haulers.

Due to the imminent need for staffing levels to maintain current collection services, the City has issued purchase orders to PeopleReady in a total amount not to exceed \$30,000 (within the City Manager's authority). Due to ongoing staffing shortages, position vacancies (currently 6 positions vacant), and related impacts, the City has had to utilize temporary labor to supplement internal staffing at levels greater than anticipated in Fiscal Year 2022. In the FY22 budget, there is a budgeted line item for Temporary Labor Services in the amount of \$80,000. However, based on current projections, it is anticipated that approximately \$100,000 will be expended on temporary staffing services this year. As staffing levels begin to stabilize and positions are filled, it is anticipated that the need for temporary staffing will decline.

Recommendation

City Staff recommends the approval of the expenditure with PeopleReady in an amount not to exceed \$100,000.

RESOLUTION NO. 2022/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING THE EXPENDITURE IN
AN AMOUNT NOT TO EXCEED \$100,000 WITH PEOPLEREADY, INC.
FOR TEMPORARY STAFFING SERVICES FOR THE SUSTAINABLE
MANAGEMENT DEPARTMENT; PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City has been using PeopleReady, Inc. (“PeopleReady”) for temporary staffing services to supplement the City’s Sustainable Management Department internal solid waste collection services staffing levels since 2016 (the “Services”); and

WHEREAS, the City’s Sustainable Management Department uses PeopleReady because it is a local business that has temporary staff who are available and have been trained in multiple solid waste lines of business; and

WHEREAS, other temporary staffing agencies have not been able to provide the quantity or experience of staffing that the City requires; and

WHEREAS, pursuant to Sec. 38-116(3) of the City Code, contracts for professional services may be made without utilizing a sealed competitive method; and

WHEREAS, due to the imminent need of staffing levels, the City has issued purchase orders to PeopleReady in a total amount not to exceed \$30,000; and

WHEREAS, based on current projections, the City anticipates expending approximately \$100,000 on temporary staffing services this year; and

WHEREAS, pursuant to Section 38-117 of the City Code, expenditures exceeding \$30,000 require City Commission approval; and

WHEREAS, based on PeopleReady’s experience and qualifications, and the City’s past positive experience with PeopleReady, staff recommends the City Commission approve the expenditure with PeopleReady for the Services in an amount not to exceed \$100,000.

**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 expenditure with PeopleReady for the Services in an amount not to exceed \$100,000.

Section 3. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

AGREEMENT TO SUPPLY TEMPORARY STAFFING

Customer Name ("Customer") City of Deerfield Beach	Customer Address 150 NE 2 Ave, Deerfield Beach, FL, 33441
Customer Phone 954-480-1422	Federal Tax ID No. or SSN (if self-employed) 59-6000305

This Agreement to Supply Temporary Staffing ("Agreement") is entered into by and between the Customer named above and PeopleReady, Inc. ("Supplier"). No term of this Agreement shall be amended, supplemented, waived or modified except in writing referring to this Agreement and signed by each of the parties. The parties acknowledge that Customer has received and agreed to (i) this Agreement; and the (ii) Terms and Conditions to the Agreement to Supply Temporary Staffing, which are fully incorporated herein.

1. SCOPE OF SERVICES

- (a) Supplier agrees to provide temporary workers (collectively, "Associates") to work under Customer's direction and supervision.
- (b) Customer acknowledges that Supplier is not a licensed general contractor or subcontractor, and Supplier shall not be responsible for obligations of Customer's work or project, including (without limitation) the schedules, trade scope details, construction details, performance guarantees, product safety, or accuracy or warranties of construction. Nor shall Supplier have responsibility for materials or installation, acquiring permits, conducting safety meetings, quality control, posting signs, providing water or power, delays, defaults, or furnishing a bond.
- (c) Without the prior written agreement of Supplier, Customer will not entrust Associates with the care of unattended premises, custody or control of cash, credit cards, valuables or other similar property; nor shall Customer allow Associates to operate machinery, equipment or motor vehicles without the prior written permission of Supplier in each occasion.
- (d) Upon Customer's written request, Supplier will perform a background check on Associates, at Customer's expense and in accordance with the law.

2. GUARANTEE

If Customer is not satisfied with any Associate for any reason and Customer informs Supplier within two (2) hours of arrival, Customer will not be billed for that Associate and Supplier will provide a replacement. Supplier's sole warranty is the replacement of unsatisfactory Associates

3. MINIMUM WORK DAY

Customer agrees to a minimum charge four (4) hours each day. If Customer fails to cancel any order at least two (2) hours prior to the assignment start time, Customer will pay the daily minimum charge for each Associate.

4. INVOICES AND PAYMENT

Customer shall pay each weekly invoice from Supplier for the Associates provided according to the rates agreed. Invoices are due within thirty (30) days of the invoice date, with no retained percentage withheld from payment and without regard to Customer's receipt of payment from any other party. Unless agreed otherwise by the parties, any invoices for amounts over \$5,000 must be paid by cash, check or ACH. Customer's failure to dispute in writing the charges on any invoice within fourteen (14) days of receipt shall constitute irrevocable acceptance of such charges and a waiver of the right to later dispute or reject any charges stated on the invoice.

5. BILL RATES AND CONVERSION FEES

- (a) The agreed hourly bill rates are subject to adjustment from time to time by Supplier to reflect increases in Supplier's actual or government mandated cost for wages, withholding amounts, governmental taxes, assessments, health care, workers' compensation insurance increases, your use of a vendor management system, and/or any other cause beyond the reasonable control of Supplier. Supplier shall notify Customer fourteen (14) days before the effective date of the increase in the hourly rate along with information supporting the reason for the increase. Customer may terminate this Agreement by giving written notice to Supplier prior to the effective date provided; otherwise the adjusted hourly rate will become effective on the date specified in the notice.
- (b) Unless otherwise agreed to by both parties, you may not hire or convert an Associate to your payroll, or to a third party's payroll, whether directly or indirectly, until such Associate has worked 90 days or 520 hours, whichever is greater. Thereafter, Customer may hire an Associate for a fee which will equal three times a full week of work (or base rate x 120 hours).

6. TIME CARDS

Customer will accurately record the daily hours worked by each Associate, and report hours worked to Supplier as agreed. Bill rates will be increased to reflect holiday hours worked and overtime hours worked according to state or local law.

Position	Workers' Compensation Code	Regular (Straight Time) Bill Rate
Refuse Collection	9403	\$17.77

ACKNOWLEDGED AND AGREED:

Customer

Signature: Chad E. Grecsek	Digitally signed by Chad E. Grecsek Date: 2022.01.14 13:42:25 -05'00'
Name:	
Title:	Date:

Supplier

Signature: 	Logan Bradley Sr. Contracts Spc. 2021.12.17 12:09:18 -08'00'
Name:	
Title:	Date:

TERMS AND CONDITIONS TO THE AGREEMENT TO SUPPLY TEMPORARY STAFFING

These Terms and Conditions to the Agreement to Supply Temporary Staffing ("Terms"), are incorporated within the Agreement to Supply Temporary Staffing ("Agreement") entered into between Customer and Supplier. The parties agree that Supplier is a vendor of temporary workers ("Associates") and Customer has requested that Supplier provide Associates to assist the Customer in the completion of Customer's business activities. The parties acknowledge that they have read, understand, and agree to all of the terms and conditions set forth below which shall be incorporated into the Agreement.

1. DUTIES OF SUPPLIER

- (a) Supplier shall pay Associate wages as due and withhold from Associate wages and promptly pay to the appropriate governmental agencies all required taxes, social security, FICA and SUTA.
- (b) Supplier shall provide workers' compensation insurance for the Associates in accordance with state law.
- (c) Supplier is an equal opportunity employer and, as such agrees to comply with Title VII, PPACA, FLSA, Executive Order 11246, the Rehabilitation Act of 1973, and the Vietnam Era Veterans Readjustment Assistance Act of 1974. Customer shall not utilize Supplier's services to avoid compliance with any of the above laws and regulations.
- (d) Supplier complies with the Immigration Reform and Control Act of 1986, and shall complete and maintain an I-9 form for all Associates.

2. DUTIES OF CUSTOMER

- (a) Customer shall approve a time card for each Associate, or otherwise accurately report the daily hours worked by Associates. Bill rates will be increased to reflect holiday hours worked and overtime hours worked according to state or local law.
- (b) Customer shall pay for billing time commencing upon the Associate's arrival at the requested time and pay overtime charges as applicable to overtime paid according to law.
- (c) Customer shall provide credit references if requested and authorizes Supplier to obtain credit information about Customer from time to time and authorizes these references to release credit information to Supplier.
- (d) Customer shall determine during the term of the applicable guarantee whether Associates meet Customer's skill, competency, license, experience, or other requirements, and only assign Associates duties consistent with their skills and abilities.
- (e) Customer agrees to maintain all records and information necessary to comply with applicable safety and employment laws and regulations. Customer shall allow Supplier, upon reasonable notice and at Supplier's expense, to inspect and audit the Customer's applicable records and, as necessary, perform on-site interviews to ensure Customer's compliance with all applicable safety and employment laws and regulations.

3. SAFETY AND SUPERVISION

- (a) Customer understands that Supplier will not supervise its Associates and that Customer shall be responsible to provide Associates adequate supervision, direction, and control.
- (b) Customer agrees to include each Associate in the safety and health program which covers Customer's employees in the performance of similar work and to provide site-specific personal protective equipment, clothing, or devices necessary for any work to be performed or used by Customer's employees in the performance of similar work. Customer agrees to provide site-specific safety orientation and training to all Associates at the start of an assignment. Supplier conducts a pre-employment safety screening and provides general safety awareness through its health and safety program. Customer and Supplier agree to comply with all applicable laws, including those relating to health and safety. Customer shall not allow the Associates to engage in any unsafe practice.
- (c) Without the prior written agreement of Supplier, Customer will not entrust Associates with the care of unattended premises, custody or control of cash, credit cards, keys, or other similar valuables or authorize Associates to operate heavy equipment or motor vehicles.

4. INDEMNITY AND INSURANCE

- (a) Supplier further agrees at all times during the Agreement to self-insure or maintain in full force and effect workers' compensation and property damage insurance for the indemnity provision below.

- (b) Except as set forth below regarding the operation of motor vehicles, to the fullest extent permitted by law, Supplier agrees to defend, indemnify, and hold the Customer harmless from and against claims, demands, and liabilities to the extent arising from Supplier's negligence or breach of contract, or the negligent acts and omissions of the Associates on assignment with Customer.
- (c) RESERVED.

- (d) Limitation of Liability. IN NO EVENT SHALL EITHER PARTY OR ITS RELATED COMPANIES, OR THEIR OFFICERS, AGENTS, EMPLOYEES, OR ASSOCIATES BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR LOST PROFITS, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY ARISES OUT OF OR IS RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

5. COMPLIANCE WITH LAWS

- (a) Customer agrees to comply with all applicable laws and ordinances relating to health and safety on the jobsite.
- (b) Supplier and Customer shall comply with all applicable federal, state and local laws and regulations, including but not limited to: wage and hour, breaks and meal period regulations, the hiring and discharge of employees, Title VII and the FLSA. Supplier and Customer shall provide a workplace free from discrimination and unfair labor practices.
- (c) Supplier is responsible for its compliance with the Affordable Care Act ("ACA") with respect to Associates. Notwithstanding the foregoing, Supplier shall not be responsible for Customer's compliance with the ACA with respect to its own employees or Customer's use of Associates to avoid its own obligations under the ACA. The parties acknowledge that a portion of the bill rate paid by Customer includes an amount for ACA coverage for Associates.
- (d) Customer shall determine and notify Supplier in writing if a prevailing wage, living wage, or any other government mandated minimum statutory wage under the Services Contract Act, Davis Bacon Act, or any other similar government mandated minimum statutory wage should be paid to the Associates. Customer shall indemnify, defend, and hold harmless Supplier for any underpayment, fines, penalties, interest, attorneys' fees, and/or loss of profit margin resulting from failure to ensure compliance with any such law or this paragraph. In no event shall Customer be relieved of its primary responsibility for ensuring complete and accurate compliance with all local, state, and federal laws relating to prevailing or living wage.

ADDENDUM TO AGREEMENT WITH PEOPLEREADY, INC.

This ADDENDUM is attached to and forms part of the Agreement between the City of Deerfield Beach (the "City") and PeopleReady, Inc. ("Supplier") as of November 22, 2021.

WITNESSETH

WHEREAS, on November 22, 2021 the City and Supplier entered into a service agreement, attached hereto as Exhibit "A"; and

WHEREAS, City procurement procedures require that agreements with City contractors require contractors to comply with the Public Records Act and additional statutory requirements; and

WHEREAS, upon City's request, Supplier desires to assure the City of Supplier's compliance with the Public Records Act and with the additional requirements specified herein.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED BY CITY AND SUPPLIER, AS FOLLOWS:

1. **RECITALS.** The above referenced Whereas clauses are true and correct and made a part hereof.
2. **PUBLIC RECORDS.** Supplier shall comply with public records laws, as set forth in Chapter 119, Florida Statutes, and shall:
 - a. Keep and maintain public records required by the City to perform the service.
 - b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Supplier does not transfer the records to the City.
 - d. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of Supplier or keep and maintain public records required by the City to perform the service. If Supplier transfers all public records to the City upon completion of the contract, Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Supplier keeps and

maintains public records upon completion of the contract, Supplier shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records: SAMANTHA GILLYARD, CITY CLERK

**Mailing address: 150 N.E. 2ND AVE.,
DEERFIELD BEACH, FL 33441**

Telephone number: 954-480-4213

Email: WEB.CLERK@DEERFIELD-BEACH.COM

3. SCRUTINIZED COMPANIES.

- a. Supplier certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if Supplier or its subcontractors are found to have submitted a false certification; or if Supplier, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. Supplier agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

4. **E-Verify.** Supplier shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of Supplier' employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a

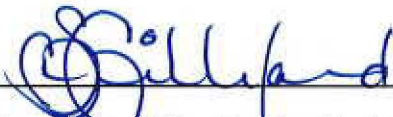
violation of the statute by Supplier, Supplier may not be awarded a public contract for a period of 1 year after the date of termination.

5. **Conflicts.** To the extent that any of the terms or conditions contained in this ADDENDUM may contradict or conflict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this ADDENDUM shall take precedence and supersede the attached Agreement.

In witness whereof, City and Supplier have executed this Addendum as of the date first above written:

ATTEST:

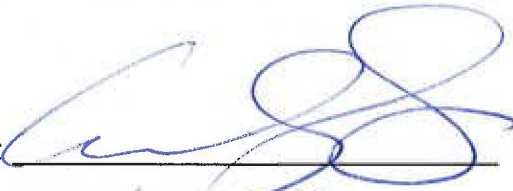
CITY OF DEERFIELD BEACH,
FLORIDA


Samantha Gillyard, City Clerk

By: 
David Santucci, City Manager

25th day of January, 2021.

APPROVED AS TO FORM

By: 
Anthony C. Soreka, City Attorney

WITNESS:

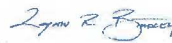
SUPPLIER

By: 
Kari Watkins
Contracts Specialist
2021.12.17 12:13:51
-08'00'

Print Name: _____

By: _____

Print Name: _____

By: 
Logan Bradley
Sr. Contracts Spc.
2021.12.17 12:09:32
-08'00'

Print Name: _____

____ day of _____, 2021.

(Corporate Seal)



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1078

Agenda Date: 3/1/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Amended and Restated MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreements for Retirement Plan Number 109050 and Plan Number 106352; providing for execution, severability, and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The IRS requires all employers with retirement plans to restate their retirement plan documents every six years to reflect legislative and regulatory changes since the last restatement. Restating the plan documents in a timely manner is necessary to preserve the plans' tax-qualified status. Mission Square ensures the plan is updated to incorporate any legislative and regulatory changes since the last restatement and submit the document to the IRS for review. After the City receives IRS approval, confirming all appropriate updates have been made, the City provides the new document to plan sponsors and the plan sponsors are required to adopt it by a deadline set by the IRS. Failure to do so could result in plan disqualification.

Current Activity

Only relatively minor changes have been made to the document from prior plan adoption agreements as follows:

- 457 Deferral Match – The documents include a provision allowing employers to match a participant's 457 plan deferral with a contribution to the 401 plan. This has been supported previously via an addendum to the adoption agreement but is now denoted within the plan document and adoption agreement.
- In-Service Withdrawals – The plans no longer have language limiting participants to a maximum of two in-service withdrawals per year; this is in keeping with how the 457 plans now operate.

Recommendation

Staff recommends adoption of the resolution.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AMENDED AND RESTATED MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN ADOPTION AGREEMENTS FOR RETIREMENT PLAN NUMBER 109050 AND PLAN NUMBER 106352; PROVIDING FOR EXECUTION, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the City has employees rendering valuable services to the City; and

WHEREAS, the City has established a qualified retirement plan for employees to enable the City to provide reasonable retirement security for its employees by providing increased flexibility in its personnel management system and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the IRS requires all employers with retirement plans to restate their plan documents every six years to reflect legislative and regulatory changes since the last restatement; and

WHEREAS, on April 5, 2016, the City approved amended and restated qualified retirement plans in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust for Plan Numbers 109050 and 106352; and

WHEREAS, the City has determined that the continuance of the qualified retirement plan will serve the City's objectives; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Amended and Restated MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreements for Plan Number 109050 and Plan Number 106352, attached as Exhibits "A" and "B" respectively (the "Plan 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 of this Resolution.

Section 2. The City Commission hereby approves the Plan Agreements, attached as Exhibits "A" and "B."

Section 3. The City Manager is authorized to execute the Plan Agreements, attached as Exhibits "A" and "B," 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 City, as the employer, shall hold the assets of the Plan in trust with the City serving as trustee (the “Trustee”) for the exclusive benefit of Plan participants and their beneficiaries, and shall not divert the assets to any other purpose. The Trustee’s beneficial ownership of Plan assets held in Vantage Trust shall be held for the further exclusive benefit of the Plan participants and their beneficiaries.

Section 5. The City hereby agrees to serve as Trustee under the Plans.

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

Section 7. Should any section, provision or word of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

Section 8. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

ICMA Retirement Corporation
doing business as

MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

MissionSquare
RETIREMENT

MissionSquare Retirement
Governmental Money Purchase Plan Adoption Agreement

Plan Number: 109050

The Employer hereby establishes a Money Purchase Plan to be known as CITY OF DEERFIELD BEACH
(the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

New Plan or Amendment and Restatement (Check One):

[X] Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution Money Purchase Plan. Please specify the name of
the defined contribution Money Purchase Plan which this Plan hereby amends and restates:
CITY OF DEERFIELD BEACH

Effective Date of Restatement. The effective date of the Plan shall be:

(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by
default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)

[] New Plan

Effective Date of New Plan. The effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the
Plan, unless an alternate effective date is hereby specified:

(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)

I. EMPLOYER: CITY OF DEERFIELD BEACH

(The Employer must be a governmental entity under Internal Revenue Code § 414(d))

II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

(Note provision and effective date.)

III. PLAN YEAR

The Plan Year will be:

- [X] January 1 – December 31 (Default)
[] The 12 month period ending
Month Day

IV. Normal Retirement Age shall be age 62 (not less than 55 nor in excess of 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age _____

Important Note to Employers: Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

V. COVERED EMPLOYMENT CLASSIFICATIONS

1. The following group or groups of Employees are eligible to participate in the Plan:

- ☐ All Employees
- ☐ All Full Time Employees
- ☐ Salaried Employees
- ☐ Non union Employees
- ☐ Management Employees
- ☐ Public Safety Employees
- ☐ General Employees
- ☒ Other Employees (Specify the group(s) of eligible Employees below. Do not specify Employees by name. Specific positions are acceptable.) All regular, full-time employees

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment.

Note: As stated in Sections 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

☒ N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (*“N/A” is the default provision under the Plan if no selection is made.*)

☐ Yes. The required Period of Service shall be _____ months (not to exceed 12 months).

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

☐ Yes. Age _____ (*not to exceed age 21*).

☒ N/A – No minimum age applies (*“N/A” is the default provision under the Plan if no selection is made.*)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Mandatory Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

☒ A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant 8.00 % of Earnings or \$_____ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

☒ are required ☐ are not required

to be eligible for this Employer Contribution.

☒ B. Mandatory Participant Contributions for Plan Participation

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

☒ Yes ☐ No

Employee Opt-In Mandatory Contributions. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity, when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A) to irrevocably elect to contribute Mandatory Participant Contributions by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes ☒ No

Contribution Schedule. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

i. 4.00 % of Earnings,

ii. \$ _____, or

iii. a whole percentage of Earnings between the range of _____ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up." The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pickup is required if Option A is not selected)

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

☒ C. Election Window (Complete if Option B is selected):

Newly eligible Employees shall be provided an election window of 0 days (no more than 60 calendar-days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to make Employer Matching Contributions as follows:

☐ **Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____ % of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

¹Neither an IRS opinion letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting Employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

[] Variable Employer Match of After-Tax Voluntary Participant Contributions. (Do not complete unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.2 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary Participant Contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is [] more or [] less.

[] Fixed Employer Match of Participant 457(b) Plan Deferrals. The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has deferred _____ % of Earnings or \$ _____ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

[] Variable Employer Match of Participant 457(b) Plan Deferrals.

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is [] more or [] less.

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.07 and Article V of the Plan

[] Yes [X] No (*"No" is the default provision under the Plan if no selection is made.*)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

[] Weekly [X] Biweekly [] Monthly [] Annually in _____ (*specify month*)

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

☐ Weekly ☒ Biweekly ☐ Monthly ☐ Annually in _____ (*specify month*)

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

A. Plan contributions will be made based on differential wage payments:

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

B. Participants who die or become disabled will receive Plan contributions with respect to such service:

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

VII. Earnings

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

☒ Yes ☐ No (*"No" is the default provision under the Plan if no selection is made.*)

2. Bonuses

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

3. Other Pay (specifically describe any other types of pay to be included below)

Longevity Allowance

VIII. ROLLOVER PROVISIONS

1. The Employer will permit Rollover Contributions in accordance with Section 4.13 of the Plan:

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply, unless another method has been indicated below.

[] Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.) _____

2. The Limitation Year is the following 12 consecutive month period: _____

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage - from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Elective Deferrals, Catch-up Contributions, Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

Period of Service Completed	Percent Vested
Zero	0%
One	20%
Two	40%
Three	60%
Four	80%
Five	100%
Six	%
Seven	%
Eight	%
Nine	%
Ten	%

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a Participant attains (select one of the below options):
☐ Normal Retirement Age
☒ 70 ½ (*"70 ½" is the default provision under the Plan if no selection is made.*)
☐ Alternate age (after Normal Retirement Age): _____
☐ Not permitted at any age
2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.
☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)
3. Tax-free distributions of up to \$3,000 for the direct payment of Qualified Health Insurance Premiums for Eligible Retired Public Safety Officers are available under the Plan.
☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)
4. In-service distributions of the Rollover Account are permitted under the Plan as provided in Section 9.07
☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)
5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:
☒ Yes ☐ No (*"No" is the default provision under the Plan if no selection is made.*)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- ☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum.
The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- ☒ 2. Beneficiary Spousal Consent Election (Article XII of the Plan will apply if option 2 is selected).
The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- ☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2 ½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected. The following group of Employees shall be eligible for Final Pay Contributions:

☐ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Final Pay shall be defined as (select one):

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☐ C. Accrued unpaid vacation and sick leave

☐ D. Other *(insert definition of Final Pay - must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave):*

☐ **1. Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____% of their Final Pay to the Plan (subject to the limitations of Article V of the Plan).

☐ **2. Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of Final Pay to be contributed) or up to _____% (insert maximum percentage of Final Pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

☐ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Accrued Leave shall be defined as (select one):

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☐ C. Accrued unpaid vacation and sick leave

☐ D. Other (insert definition of Accrued Leave that is bona fide vacation and/or sick leave):

[] 1. Employer Accrued Leave Contribution. The Employer shall contribute as follows

(choose one of the following options):

[] For each Plan Year, the Employer shall contribute on behalf of each eligible Participant the unused Accrued Leave in excess of _____ to the Plan (subject to the limitations of Article V of the Plan).

[] For each Plan Year, the Employer shall contribute on behalf of each eligible Participant _____% of un- used Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

[] 2. Employee Designated Accrued Leave Contribution

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to annually contribute _____% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to _____% (insert maximum percentage of unpaid Accrued Leave to be contributed) of unpaid Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the MissionSquare Retirement Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer

notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

- XVIII.** The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.
- XIX.** An adopting Employer may rely on an Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: _____

Print Name: _____

Title: _____

Attest: _____

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

MissionSquare Retirement
777 N. Capitol St. NE Suite 600
Washington, DC 20002
800-326-7272

52582-0621-W1304

ICMA Retirement Corporation
doing business as

MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

MissionSquare
RETIREMENT

MissionSquare Retirement
Governmental Money Purchase Plan Adoption Agreement

Plan Number: 106352

The Employer hereby establishes a Money Purchase Plan to be known as CITY OF DEERFIELD BEACH (the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

New Plan or Amendment and Restatement (Check One):

[X] Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution Money Purchase Plan. Please specify the name of the defined contribution Money Purchase Plan which this Plan hereby amends and restates: CITY OF DEERFIELD BEACH

Effective Date of Restatement. The effective date of the Plan shall be:

(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)

[] New Plan

Effective Date of New Plan. The effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate effective date is hereby specified:

(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)

I. EMPLOYER: CITY OF DEERFIELD BEACH

(The Employer must be a governmental entity under Internal Revenue Code § 414(d))

II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

(Note provision and effective date.)

III. PLAN YEAR

The Plan Year will be:

- [X] January 1 – December 31 (Default)
[] The 12 month period ending Month Day

IV. Normal Retirement Age shall be age 55 (not less than 55 nor in excess of 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age _____

Important Note to Employers: Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

V. COVERED EMPLOYMENT CLASSIFICATIONS

1. The following group or groups of Employees are eligible to participate in the Plan:

- ☐ All Employees
- ☐ All Full Time Employees
- ☐ Salaried Employees
- ☐ Non union Employees
- ☐ Management Employees
- ☐ Public Safety Employees
- ☐ General Employees
- ☒ Other Employees (Specify the group(s) of eligible Employees below. Do not specify Employees by name.
Specific positions are acceptable.) City Manager

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment.

Note: As stated in Sections 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

☒ N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (*“N/A” is the default provision under the Plan if no selection is made.*)

☐ Yes. The required Period of Service shall be _____ months (not to exceed 12 months).

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

☐ Yes. Age _____ (*not to exceed age 21*).

☒ N/A – No minimum age applies (*“N/A” is the default provision under the Plan if no selection is made.*)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Mandatory Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

☒ A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant 12 % of Earnings or \$_____ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

☐ are required ☒ are not required

to be eligible for this Employer Contribution.

☐ B. Mandatory Participant Contributions for Plan Participation

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

☐ Yes ☐ No

Employee Opt-In Mandatory Contributions. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity, when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A) to irrevocably elect to contribute Mandatory Participant Contributions by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes ☐ No

Contribution Schedule. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

i. _____ % of Earnings,

ii. \$ _____, or

iii. a whole percentage of Earnings between the range of _____ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up." The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pickup is required if Option A is not selected)

☐ Yes ☐ No (***"Yes" is the default provision under the Plan if no selection is made.***)

☐ C. Election Window (Complete if Option B is selected):

Newly eligible Employees shall be provided an election window of _____ days (no more than 60 calendar-days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to make Employer Matching Contributions as follows:

☐ **Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____ % of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

¹Neither an IRS opinion letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting Employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

[] Variable Employer Match of After-Tax Voluntary Participant Contributions. (Do not complete unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary Participant Contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is [] more or [] less.

[] Fixed Employer Match of Participant 457(b) Plan Deferrals. The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has deferred _____ % of Earnings or \$ _____ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

[] Variable Employer Match of Participant 457(b) Plan Deferrals.

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is [] more or [] less.

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan

[] Yes [X] No (*"No" is the default provision under the Plan if no selection is made.*)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

[] Weekly [X] Biweekly [] Monthly [] Annually in _____ (*specify month*)

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

☐ Weekly ☒ Biweekly ☐ Monthly ☐ Annually in _____ (*specify month*)

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

A. Plan contributions will be made based on differential wage payments:

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

B. Participants who die or become disabled will receive Plan contributions with respect to such service:

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

VII. Earnings

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

2. Bonuses

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

3. Other Pay (specifically describe any other types of pay to be included below)

Longevity Allowance

VIII. ROLLOVER PROVISIONS

1. The Employer will permit Rollover Contributions in accordance with Section 4.13 of the Plan:

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply, unless another method has been indicated below.

[] Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.) _____

2. The Limitation Year is the following 12 consecutive month period: _____

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage - from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Elective Deferrals, Catch-up Contributions, Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

Period of Service Completed	Percent Vested
Zero	100%
One	100%
Two	100%
Three	100%
Four	100%
Five	100%
Six	100%
Seven	100%
Eight	100%
Nine	100%
Ten	100%

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a Participant attains (select one of the below options):
☐ Normal Retirement Age
☒ 70 ½ (*"70 ½" is the default provision under the Plan if no selection is made.*)
☐ Alternate age (after Normal Retirement Age): _____
☐ Not permitted at any age
2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.
☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)
3. Tax-free distributions of up to \$3,000 for the direct payment of Qualified Health Insurance Premiums for Eligible Retired Public Safety Officers are available under the Plan.
☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)
4. In-service distributions of the Rollover Account are permitted under the Plan as provided in Section 9.07
☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)
5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:
☒ Yes ☐ No (*"No" is the default provision under the Plan if no selection is made.*)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- ☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum.
The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- ☒ 2. Beneficiary Spousal Consent Election (Article XII of the Plan will apply if option 2 is selected).
The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- ☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2 ½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected. The following group of Employees shall be eligible for Final Pay Contributions:

☐ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Final Pay shall be defined as (select one):

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☐ C. Accrued unpaid vacation and sick leave

☐ D. Other *(insert definition of Final Pay - must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave):*

☐ **1. Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____% of their Final Pay to the Plan (subject to the limitations of Article V of the Plan).

☐ **2. Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of Final Pay to be contributed) or up to _____% (insert maximum percentage of Final Pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

☐ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Accrued Leave shall be defined as (select one):

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☐ C. Accrued unpaid vacation and sick leave

☐ D. Other (insert definition of Accrued Leave that is bona fide vacation and/or sick leave):

[] 1. Employer Accrued Leave Contribution. The Employer shall contribute as follows

(choose one of the following options):

[] For each Plan Year, the Employer shall contribute on behalf of each eligible Participant the unused Accrued Leave in excess of _____ to the Plan (subject to the limitations of Article V of the Plan).

[] For each Plan Year, the Employer shall contribute on behalf of each eligible Participant _____% of un- used Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

[] 2. Employee Designated Accrued Leave Contribution

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to annually contribute _____% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to _____% (insert maximum percentage of unpaid Accrued Leave to be contributed) of unpaid Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the MissionSquare Retirement Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer

notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

XVIII. The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: _____

Print Name: _____

Title: _____

Attest: _____

Date: ____/____/____.

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

MissionSquare Retirement
777 N. Capitol St. NE Suite 600
Washington, DC 20002
800-326-7272

52582-0621-W1304



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1097

Agenda Date: 3/1/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Agreement with Robert Half International, Inc. for temporary staffing, direct-hire, and other employer services in an amount not to exceed \$160,000.00, utilizing the Houston-Galveston area council of Governments Cooperative Purchasing Program Contract TS06-21; providing for execution and an effective date. (Funds from Account #001-0600-513-32-99 - Other Contractual Services & Account #001-0700-513-32-99 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$160,000

Account Name: Other Contractual Services

Account Number: 001-0600-513-32-99

Secondary Account Name: Other Contractual Services

Secondary Account Number: 001-0700-513-32-99

Background/History

Due to ongoing staffing shortages and position vacancies (currently 3 positions), the City is seeking to utilize temporary professional services to supplement financial services staffing. Staff initially analyzed re-assigning duties to available staff based on capability and capacity, with some success. Staff also reached out to the Southeast Florida Governmental Purchasing Cooperative Group ("COOP") for temporary employment services; however, the COOP does not specialize in professional accounting and analyst staffing, which is required. Staff contacted three other temporary employment agencies that provide professional level service; whereby, Robert Half International, Inc. ("Robert Half") can provide immediate availability of service. The City of Deerfield Beach is a participant in the cooperative purchasing program with the Houston-Galveston Area Council ("H-GAC"); thus, staff is seeking to utilize the terms and pricing of the H-GAC coop contract with Robert Half for the temporary staffing services.

Current Activity

In working with Robert Half, Financial Services leadership was able to select a Senior Budget Analyst (Financial Analyst II) at an hourly rate of \$83.70 and a Senior Accountant (Accountant II) at an hourly rate of \$74.40 to address budget development and fiscal year end assignments, respectively. The temporary staff live locally in southeast Florida for accessibility. Funding will come from the vacancy savings related to the Senior Budget Analyst and the Accounting Manager. As the currently vacant

positions are filled, it is anticipated that the need for temporary staffing will decline to the original approved budget levels.

Recommendation

Staff recommends adoption of the resolution.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ROBERT HALF INTERNATIONAL, INC. FOR TEMPORARY STAFFING, DIRECT-HIRE, AND OTHER EMPLOYER SERVICES IN AN AMOUNT NOT TO EXCEED \$160,000.00, UTILIZING THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS COOPERATIVE PURCHASING PROGRAM CONTRACT TS06-21; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, due to ongoing staffing shortages, position vacancies, and related impacts, the City desires to utilize temporary professional services to supplement staffing at levels greater than anticipated for the Financial Services Department; and

WHEREAS, City Staff contacted four temporary employment agencies that provide the professional level of services needed by the Financial Services Department, and Robert Half International, Inc. ("Robert Half") met the stated need with immediate availability of service, including a Senior Budget Analyst (Financial Analyst II) and a Senior Accountant (Accountant II); and

WHEREAS, Section 38-117(3)(b)(10) of the City Code provides that the City may acquire or contract for non-real property, goods, or services without utilizing a sealed competitive method or the written quotations method where the desired non-real property, goods, or services are the subject of a contract with state governments, their political subdivisions, or other local governmental entities within the United States, and with associations affiliated with state and/or local governmental entities or departments, provided that the contract was awarded based strictly on competitive bidding, and provided that the form of the contract is acceptable to the City Attorney; and

WHEREAS, the City of Deerfield Beach is a participant in the cooperative purchasing program with the Houston-Galveston Area Council of Government Cooperatives ("HGAC"); and

WHEREAS, the City is seeking to contract with Robert for temporary staffing, direct-hire, and other employer services, including a Senior Budget Analyst and a Senior Accountant, (collectively, the "Services") utilizing the terms and conditions of the HGAC Purchasing Program Contract entered into pursuant to Invitation No. TS06-21 (the "HGAC Contract") and the hourly pricing provided therein; and

WHEREAS, staff has confirmed that the HGAC Contract is in effect; and

WHEREAS, staff recommends that the City Commission approve an agreement with Robert Half for the Services utilizing the terms and conditions of the HGAC Contract, for a one year term with an additional one-year renewal, in an amount not to exceed \$160,000.00 (the "Agreement").

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

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

Section 2. The City Commission hereby approves the Agreement with Robert Half, attached as Exhibit “A”, for the Services in an amount not to exceed \$160,000.00.

Section 3. The City Manager is authorized to execute the Agreement with Robert Half, attached as Exhibit “A”, together with such additional terms and conditions that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

AGREEMENT

This Agreement is made this ____ day of March, 2022, between the City of Deerfield Beach, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 150 N. E. 2nd Avenue, Deerfield Beach, Florida 33441 (the “City”) and Robert Half International, Inc., a foreign corporation with its principal place of business located at 2884 Sand Hill Road, Menlo Park, CA 9405 (the “Contractor”).

WITNESSETH

WHEREAS, due to ongoing staffing shortages, position vacancies, and related impacts, the City desires to utilize temporary professional services to supplement staffing at levels greater than anticipated; and

WHEREAS, the City is seeking to contract with the Contractor for temporary staffing services to assist the City’s Financial Services Department (the “Services”); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual agreement between the Houston-Galveston Area Council of Governments Cooperative (“HGAC”) and the Contractor, as set forth in the attached HGAC Contract No. TS06-21 dated June 24, 2021, attached as Exhibit “A,” for temporary staffing, direct-hire, and other employer services (the “HGAC Contract”); and

WHEREAS, Section 38-117(3)(b)11. of the City Code provides authority for the City to acquire or contract for non-real property, goods, or services where the city participates in joint procurement of non-real property, goods, or services with other public entities, including, but not limited to, acquisitions made pursuant to interlocal agreements entered into with other governmental entities in accordance with Chapter 163, Florida Statutes; and

WHEREAS, on March 1, 2022, the City Commission adopted Resolution No. _____, approving an agreement with the Contractor in an amount not to exceed \$160,000.00 for the Services utilizing the terms and conditions of the HGAC Contract.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Term. The term of this Agreement commences upon full execution hereof and shall continue for a one-year term with a one-year renewal option, unless terminated earlier as provided in the HGAC Contract.

Section 2. Contract Terms. The Contractor agrees to provide the Services, on the same terms and in the same manner as set forth in the HGAC Contract, attached as Exhibit “A,” except as otherwise provided herein. All recitals, representations, and warranties of Contractor made by Contractor in the HGAC Contract are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all

references to the “Houston-Galveston Area Council” are hereby replaced with the “City of Deerfield Beach.”

2.1 PUBLIC RECORDS.

Contractor and its subcontractors shall comply with all requirements of the Florida Public Records Act, specifically to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- e. If Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City’s disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO

**PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Public Records: SAMANTHA GILLYARD, CITY CLERK
Mailing address: 150 N.E. 2ND AVE.,
DEERFIELD BEACH, FL 33441
Telephone number: 954-480-4213
Email: WEB.CLERK@DEERFIELD-BEACH.COM

2.2 VERIFICATION OF EMPLOYMENT ELIGIBILITY

Contractor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

2.3 SCRUTINIZED COMPANIES.

- a. Contractor certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subconsultants are found to have submitted a false certification; or if Contractor, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, Contractor certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if Contractor, its affiliates, or its subconsultants are found to have submitted a false certification; or if Contractor, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 3. Compensation. The City shall compensate Contractor for Services rendered based on the following rates, which are within the ranges provided for in the HGAC Contract: \$83.70 per hour for the Senior Budget Analyst (Financial Analyst II) and \$74.40 per hour for the Senior Accountant (Accountant II). The amount of compensation due to Contractor under this Agreement shall not exceed \$160,000.00.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 5. Notice. Notwithstanding anything to the contrary in the HGAC Contract, notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: David Santucci, City Manager
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441

Copy to: Anthony C. Soroka, City Attorney
City of Deerfield Beach
1200 North Federal Highway, Suite 312
Boca Raton, Florida 33432

For Contractor: Robert Half International, Inc.
2884 Sand Hill Road
Menlo Park, CA 9405

Section 6. Severability. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 7. Entire Agreement. This Agreement, including the HGAC Contract, sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This

Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

ATTEST:

**CITY OF DEERFIELD BEACH,
FLORIDA**

Samantha Gillyard, City Clerk

By: _____
David Santucci, City Manager

_____ day of _____, 202__.

APPROVED AS TO FORM

By: _____
Anthony C. Soroka, City Attorney

ROBERT HALF INTERNATIONAL, INC.

WITNESS:

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Print Name: _____

_____ day of _____, 202__.

(Corporate Seal)

EXHIBIT "A"
CONTRACT
BETWEEN
THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS
COOPERATIVE
AND
ROBERT HALF INTERNATIONAL, INC.

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Robert Half International, Inc. - Public Services - ID: 6943

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Robert Half International, Inc., hereinafter referred to as the Contractor, having its principal place of business at 2884 Sand Hill Road, Menlo Park, CA 94025.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises

such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jun 01 2021 and ends May 31 2024. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all

subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all

obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases

Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill

any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

- A. Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ)

if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

- B. Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Agreement," If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may 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) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 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; (i) 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; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 35: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 36: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 37: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 38: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 39: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items

designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 40: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 41: DISCRIMINATION

Respondent and any potential subcontractors shall 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) Sections 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) that may apply to the application.

ARTICLE 42: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 43: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Agreement will be bound by the foregoing terms and conditions.

ARTICLE 44: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 45: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 46: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 47: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 48: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

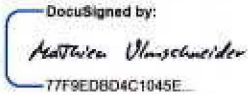
ARTICLE 49: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Robert Half International, Inc.

Signature  77F9ED8D4C1045E

Name Greg Freeman

Title Vice President

Date 6/22/2021

H-GAC

Signature  82EC270D5D61423

Name Chuck Wemple

Title Executive Director

Date 6/24/2021

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Robert Half International, Inc. - Public Services - 6943

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement ("EUA") with the Contractor through this Agreement, and that the term of the EUA may exceed the term of the current H-GAC Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Agreement with H-GAC. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder.

Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 13: INSPECTION/TESTING

All Products sold pursuant to this Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. Customer Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 15: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

ARTICLE 21: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

ARTICLE 22: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of ,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of

every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of ,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding ,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ,000 and not more than ,000 for each such failure.

ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

FORM F - MARKETING	Invitation No.: TS06-21
Offeror Name:	
Bidder shall provide a written narrative explaining in some detail activities that will be undertaken to actively market and promote an H-GAC contract to local government and non-profit End Users.	
Robert Half will continue to implement the following approach and actions in order to promote HGAC's end-users utilization of the HGACBuy contract: As a current provider under an H-GAC contract, Robert Half would continue to communicate all key contractual parameters and specifics of the H-GAC agreement to our branch offices, equipping them to best market to your member organizations as well as non-member organizations. Our internal staff is trained and experienced in how to direct non-member organizations to becoming part of H-GAC, helping to facilitate them through the sign-up process. Our teams will also review and update skill definitions, pricing, procedural guidelines for placing temporary staff, and all required documentation as dictated by the client agreement. As has been Robert Half's process to date, all relevant H-GAC information, including use of the H-GAC sign-up form, is posted to the Strategic Accounts section of Robert Half's Intranet, the site used by our field staff as a reference and to receive any H-GAC cooperative member updates. This process enables our national salesforce of Staffing Professionals to be knowledgeable and maintain current account information. Robert Half will continue to actively participate and coordinate with H-GAC regarding attendance at trade shows and other public marketing events in order to promote joint marketing efforts. In addition, we will continue to assist H-GAC with internal rollouts to members by drafting marketing material or content for the H-GAC internal member website. These steps along with Robert Half's broad coverage help to ensure candidate availability to H-GAC program members, providing the level of service that members require and have come to expect.	

Attachment A
Robert Half International, Inc.
Temporary Staffing, Direct-Hire and Other Employer Services
Contract No. TS06-21

FORM D1 - PRICING PAGE #1

Cost of services, Mark-up (MU) percentage pricing:

When using the DOL website guidelines, as the Base pricing rate for Temporary Hire:

1.) What is the percentage of **Mark-Up** added to the Base rate for an **Administrative** position?

65%

2.) What is the percentage of **Mark-Up** added to the Base rate for an **Light Industrial** position?

NA

3.) What is the percentage of **Mark-Up** added to the Base rate for an **Heavy Industrial** position?

NA

4.) What is the percentage of **Mark-Up** added to the Base rate for an **IT** position?

70%

5.) What is the minimum conversion time in (hours) for a temporary employee to be hired without incurring a conversion or buyout fee?

Varies from 641 -
1561 depending on
position

6.) Are there any liquidation fees if the above conversion hours are not met?

yes/no > >

Yes

7.) If there are liquidation fees or charges for the above transaction, what

fee: > > >

See below chart

hours: > > >

See below chart

percentage > >

See below chart

OfficeTeam Only

Explain here:

Length of Assignment	Fee
0-160 hours	25% of annual starting salary
161-320 hours	20% of annual starting salary
321 - 480 hours	15% of annual starting salary
481 - 640 hours	10% of annual starting salary
641+ hours	No Fee

Robert Half Technology, Accountemps, The Creative Group, Robert Half

8.) **Direct-Hire** annual salary **percentage** of Mark-up.

25%

** The annual salary must be equal to or less than hourly rate provided in the job descriptions listed on **Form D - Page #2**, using the multiplier of 2080 hours.

9.) **Direct-Hire** guarantee period in hours.

520

10.) Payrolling percentage of Mark-Up.

NA

Attachment A
Robert Half International, Inc.
Temporary Staffing, Direct-Hire and Other Employer Services
Contract No. TS06-21

FORM D2 - PRICING PAGE #2.1						
Code	Occupation Description	Pricing Range		Mark-Up %	Total	Total
		Low	High	Please Use a Whole Number as the % (MU). Example 25% = 1.25	Low	High
Accounting:						
A01	Accountant I	\$20.30	\$31.90	1.70	\$34.51	\$54.23
A02	Accountant II	\$30.00	\$49.00	1.70	\$51.00	\$83.30
A03	Financial Analyst I	\$21.00	\$32.50	1.70	\$35.70	\$55.25
A04	Financial Analyst II	\$33.00	\$52.80	1.86	\$61.38	\$98.21
A05	Payroll Clerk	\$17.00	\$25.00	1.70	\$28.90	\$42.50
A06	Cost Accounting Specialist	\$22.00	\$44.00	1.70	\$37.40	\$74.80
A07	CPA	\$25.00	\$50.00	1.70	\$42.50	\$85.00
A08	Financial / Business Analyst	\$22.00	\$49.50	1.86	\$40.92	\$92.07
A09	Controller	\$35.20	\$60.00	1.86	\$65.47	\$111.60
A10	Auditor I	\$19.80	\$30.80	1.70	\$33.66	\$52.36
A11	Auditor II	\$29.00	\$48.00	1.70	\$49.30	\$81.60
Administrative Support and Clerical:						
B01	Accounting Clerk I	\$12.00	\$18.00	1.70	\$20.40	\$30.60
B02	Accounting Clerk II	\$18.00	\$21.00	1.70	\$30.60	\$35.70
B03	Accounting Clerk III	\$21.00	\$24.00	1.70	\$35.70	\$40.80
B04	Administrative Assistant	\$13.00	\$19.00	1.65	\$21.45	\$31.35
B05	Call Center Representative	\$15.00	\$26.00	1.65	\$24.75	\$42.90
B06	Copy Machine Operator	\$12.00	\$15.00	1.65	\$19.80	\$24.75
B08	Customer Service Representative I	\$15.00	\$18.00	1.65	\$24.75	\$29.70
B09	Customer Service Representative II	\$18.00	\$22.00	1.65	\$29.70	\$36.30
B10	Customer Service Representative III	\$22.00	\$27.00	1.65	\$36.30	\$44.55
B11	Data Entry Operator I	\$12.00	\$16.00	1.65	\$19.80	\$26.40
B12	Data Entry Operator II	\$16.00	\$20.00	1.65	\$26.40	\$33.00
B13	Document Preparation Clerk	\$12.00	\$18.00	1.65	\$19.80	\$29.70
B14	Executive Assistant	\$19.00	\$29.00	1.65	\$31.35	\$47.85
B15	General Clerk I	\$12.00	\$15.00	1.65	\$19.80	\$24.75
B16	General Clerk II	\$15.00	\$20.00	1.65	\$24.75	\$33.00
B17	General Clerk III	\$20.00	\$24.00	1.65	\$33.00	\$39.60
B18	Legal Secretary I	\$18.00	\$24.00	1.70	\$30.60	\$40.80
B19	Legal Secretary II	\$24.00	\$31.00	1.70	\$40.80	\$52.70
B20	Mail Room Clerk	\$12.00	\$15.00	1.65	\$19.80	\$24.75
B22	Personnel Assistant (Employment) I	\$12.00	\$15.00	1.65	\$19.80	\$24.75
B23	Personnel Assistant (Employment) II	\$15.00	\$18.00	1.65	\$24.75	\$29.70
B24	Personnel Assistant (Employment) III	\$18.00	\$22.00	1.65	\$29.70	\$36.30
B25	Production Control Clerk	\$15.00	\$25.00	1.65	\$24.75	\$41.25
B26	Secretary I	\$12.00	\$15.00	1.65	\$19.80	\$24.75
B27	Secretary II	\$15.00	\$18.00	1.65	\$24.75	\$29.70
B28	Secretary III	\$18.00	\$25.00	1.65	\$29.70	\$41.25
B30	Receptionist/Switchboard Operator	\$12.00	\$18.00	1.65	\$19.80	\$29.70
B31	Records Management Clerk	\$15.00	\$25.00	1.65	\$24.75	\$41.25
B35	Word Processor I	\$12.00	\$15.00	1.65	\$19.80	\$24.75
B36	Word Processor II	\$15.00	\$18.00	1.65	\$24.75	\$29.70
B37	Word Processor III	\$18.00	\$22.00	1.65	\$29.70	\$36.30

General Services and Materials Handling Support :						
D13	Shipping / Receiving Clerk	\$12.00	\$18.00	1.65	\$19.80	\$29.70
Health:						
E04	Claims Processor	\$15.00	\$24.50	1.65	\$24.75	\$40.43
E05	Claims Processor (Senior)	\$19.00	\$30.00	1.65	\$31.35	\$49.50
E11	Eligibility / Insurance Verifier	\$13.00	\$22.00	1.65	\$21.45	\$36.30
E12	Eligibility Referral Coordinator	\$13.00	\$22.00	1.65	\$21.45	\$36.30
E14	Insurance Coordinator	\$15.00	\$24.50	1.65	\$24.75	\$40.43
E20	Medical Record Clerk	\$13.00	\$19.00	1.65	\$21.45	\$31.35
Information Technology:						
F01	Application Developer	\$40.00	\$75.00	1.70	\$68.00	\$127.50
F02	Application Support Analyst	\$30.00	\$60.00	1.70	\$51.00	\$102.00
F03	Applications Engineer	\$40.00	\$75.00	1.70	\$68.00	\$127.50
F04	Computer Operator I	\$18.00	\$27.00	1.70	\$30.60	\$45.90
F05	Computer Operator II	\$25.00	\$34.00	1.70	\$42.50	\$57.80
F06	Computer Operator III	\$32.00	\$39.00	1.70	\$54.40	\$66.30
F07	Computer Operator IV	\$40.00	\$49.00	1.70	\$68.00	\$83.30
F08	Computer Operator V	\$48.00	\$60.00	1.70	\$81.60	\$102.00
F09	Computer Programmer I	\$33.00	\$49.50	1.70	\$56.10	\$84.15
F10	Computer Programmer II	\$50.00	\$60.50	1.70	\$85.00	\$102.85
F11	Computer Programmer III	\$61.00	\$77.00	1.70	\$103.70	\$130.90
F12	Computer Programmer IV	\$78.00	\$93.50	1.70	\$132.60	\$158.95
F13	Computer Systems Analyst I	\$30.00	\$40.00	1.70	\$51.00	\$68.00
F14	Computer Systems Analyst II	\$40.00	\$50.00	1.70	\$68.00	\$85.00
F15	Computer Systems Analyst III	\$50.00	\$77.00	1.70	\$85.00	\$130.90
F16	Customer Support Administrator	\$17.00	\$35.00	1.70	\$28.90	\$59.50
F17	Customer Support Specialist	\$15.00	\$20.00	1.70	\$25.50	\$34.00
F18	Database Administrator	\$38.50	\$70.00	1.70	\$65.45	\$119.00
F19	Data Center Support Specialist	\$35.00	\$70.00	1.70	\$59.50	\$119.00
F20	Desktop Support Manager	\$35.00	\$55.00	1.70	\$59.50	\$93.50
F21	Desktop Support Specialist	\$18.00	\$26.00	1.70	\$30.60	\$44.20
F22	Developer	\$35.00	\$70.00	1.70	\$59.50	\$119.00
F23	Director of Technology	\$40.00	\$95.00	1.70	\$68.00	\$161.50
F24	Front End Web Designer	\$45.00	\$55.00	1.77	\$79.65	\$97.35
F25	GIS (Geographic Info. Systems) Tech. I	\$33.00	\$55.00	1.70	\$56.10	\$93.50
F26	GIS (Geographic Info. Systems) Tech. II	\$44.00	\$66.00	1.70	\$74.80	\$112.20
F27	Help Desk Specialist	\$15.00	\$20.00	1.70	\$25.50	\$34.00
F28	Help Desk Technician	\$15.00	\$25.00	1.70	\$25.50	\$42.50
F29	Information Systems Project Manager	\$35.00	\$60.00	1.70	\$59.50	\$102.00
F30	Information Technology Coordinator	\$20.00	\$35.00	1.70	\$34.00	\$59.50
F31	Information Technology Director	\$40.00	\$95.00	1.70	\$68.00	\$161.50
F32	Information Technology Manager	\$33.00	\$68.00	1.70	\$56.10	\$115.60
F33	IT Support Manager	\$33.00	\$50.00	1.70	\$56.10	\$85.00
F34	IT Support Specialist	\$18.00	\$30.00	1.70	\$30.60	\$51.00
F35	IT Systems Administrator	\$35.00	\$50.00	1.70	\$59.50	\$85.00
F36	Java Developer	\$40.00	\$75.00	1.70	\$68.00	\$127.50
F37	Management Information Systems Director	\$40.00	\$80.00	1.70	\$68.00	\$136.00
F38	Network/Communications Support Clerk	\$22.00	\$38.50	1.70	\$37.40	\$65.45
F39	Network Systems Administrator	\$35.00	\$50.00	1.70	\$59.50	\$85.00
F40	Peripheral Equipment Operator	\$18.00	\$30.00	1.70	\$30.60	\$51.00
F41	Senior Database Administrator	\$30.00	\$65.00	1.70	\$51.00	\$110.50
F42	Senior Network System Administrator	\$45.00	\$90.00	1.70	\$76.50	\$153.00
F43	Senior Programmer	\$40.00	\$75.00	1.70	\$68.00	\$127.50
F44	Senior Programmer Analyst	\$25.00	\$40.00	1.70	\$42.50	\$68.00
F45	Senior Security Specialist	\$40.00	\$90.00	1.70	\$68.00	\$153.00

F46	Senior Support Specialist	\$28.00	\$40.00	1.70	\$47.60	\$68.00
F47	Senior System Administrator	\$40.00	\$75.00	1.70	\$68.00	\$127.50
F48	Senior System Analyst	\$30.00	\$65.00	1.70	\$51.00	\$110.50
F49	Senior Web Administrator	\$35.00	\$55.00	1.70	\$59.50	\$93.50
F50	Senior Web Developer	\$40.00	\$70.00	1.70	\$68.00	\$119.00
F51	Software Developer	\$45.00	\$75.00	1.70	\$76.50	\$127.50
F52	Software Quality Assurance Analyst	\$35.00	\$55.00	1.70	\$59.50	\$93.50
F53	Support Specialist	\$18.00	\$28.00	1.70	\$30.60	\$47.60
F54	Systems Administrator	\$30.00	\$45.00	1.70	\$51.00	\$76.50
F55	Systems Analyst	\$20.00	\$35.00	1.70	\$34.00	\$59.50
F56	Systems Designer	\$30.00	\$55.00	1.70	\$51.00	\$93.50
F57	System Support Specialist	\$18.00	\$28.00	1.70	\$30.60	\$47.60
F58	Technical Operations Officer	\$40.00	\$80.00	1.70	\$68.00	\$136.00
F59	Technical Support Specialist	\$18.00	\$28.00	1.70	\$30.60	\$47.60
F60	Technical Specialist	\$20.00	\$32.00	1.70	\$34.00	\$54.40
F61	Telecommunications Specialist	\$18.00	\$32.00	1.70	\$30.60	\$54.40
F62	Web Administrator	\$32.00	\$45.00	1.70	\$54.40	\$76.50
F63	Web Developer	\$35.00	\$55.00	1.70	\$59.50	\$93.50
F64	Web Master	\$35.00	\$55.00	1.70	\$59.50	\$93.50
Procurement:						
G04	Purchasing Manager	\$33.00	\$77.00	1.86	\$61.38	\$143.22
Professional:						
H01	Attorney	\$30.00	\$50.00	1.78	\$53.40	\$89.00
H04	Contract Administrator	\$18.00	\$27.00	1.70	\$30.60	\$45.90
H05	Contract Specialist	\$25.00	\$30.00	1.70	\$42.50	\$51.00
H08	Compliance Manager	\$32.00	\$44.00	1.70	\$54.40	\$74.80
H09	Contract Administrator	\$18.00	\$27.00	1.70	\$30.60	\$45.90
H10	Contract Manager	\$30.00	\$40.00	1.70	\$51.00	\$68.00
H11	Executive Consultant	\$45.00	\$80.00	1.86	\$83.70	\$148.80
H14	Grant Administrator	\$22.00	\$35.00	1.70	\$37.40	\$59.50
H16	Human Resources Coordinator	\$18.00	\$27.00	1.70	\$30.60	\$45.90
H17	Human Resources Manager	\$27.50	\$49.50	1.86	\$51.15	\$92.07
H18	Human Resources Specialist	\$22.00	\$38.00	1.70	\$37.40	\$64.60
H27	Marketing Specialist	\$20.00	\$24.00	1.77	\$35.40	\$42.48
H28	Paralegal/Legal Assistant I	\$16.00	\$20.00	1.70	\$27.20	\$34.00
H29	Paralegal/Legal Assistant II	\$20.00	\$24.00	1.70	\$34.00	\$40.80
H30	Paralegal/Legal Assistant III	\$28.00	\$34.00	1.70	\$47.60	\$57.80
H31	Paralegal/Legal Assistant IV	\$36.00	\$49.00	1.70	\$61.20	\$83.30
H33	Presentation Designer	\$28.00	\$35.00	1.77	\$49.56	\$61.95
H34	Principle Consultant	\$38.00	\$70.00	1.86	\$70.68	\$130.20
H35	Proofreader	\$28.00	\$32.00	1.77	\$49.56	\$56.64
H40	Senior Writer	\$25.00	\$40.00	1.77	\$44.25	\$70.80
H41	Social Media Manager	\$28.00	\$35.00	1.77	\$49.56	\$61.95
H43	Website Designer	\$30.00	\$38.00	1.77	\$53.10	\$67.26
Miscellaneous:						
J02	Desk Clerk	\$12.00	\$16.00	1.65	\$19.80	\$26.40



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1104

Agenda Date: 3/1/2022

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO SECTION 3.04, "ELECTIONS AND TERMS," OF THE CITY CHARTER TO MODIFY THE TERM LIMIT RESTRICTIONS FOR THE CITY COMMISSION; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO ELECTORS; CALLING A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO THE CITY CHARTER TO BE HELD ON TUESDAY, NOVEMBER 8, 2022; PROVIDING FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL OF THE PROPOSED CHARTER AMENDMENT; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING A PROCEDURE FOR BALLOTING; PROVIDING FOR NOTICE; PROVIDING FOR RELATED MATTERS AND PROVIDING FOR AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for March 15, 2022

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Pursuant to Section 9.01(1) of the City Charter, the City Commission may, by ordinance, propose amendments to any part or all of the Charter, except article II prescribing boundaries, and upon passage of the initiating ordinance, shall place the proposed amendment to a vote of the electors at the next regular city or general election held within the city or at any special election called for such purpose. Pursuant to Section 166.031, Florida Statutes, and City Charter Section 9.01(1), the City Commission is required to submit the Charter Amendment to the electors of the City for approval or rejection.

Section 3.04 "Elections and Terms" of the City Charter currently provides that "no person may appear on the ballot for re-election to the Deerfield Beach City Commission (as defined in Section 3.01) if, by the end of the current term of office the person will have served (or, but for resignation, would have served) as a member of the Deerfield Beach City Commission for eight (8) consecutive years; provided that a commissioner subject to these term limitations by virtue of prior service as a commissioner shall be permitted to run for mayor and may serve as mayor and if elected shall be subject to the same term limit restrictions with regard to mayoral service as set forth above for commission service."

Current Activity

At recent City Commission meetings, Commissioner Parness has expressed an interest in amending the City Charter to provide for the ability for City Commissioners and the Mayor to serve for up to twelve consecutive years (three, four year terms).

The enclosed Ordinance proposes, subject to voter approval, to amend Section 3.04 of the City Charter to permit service as a City Commissioner or Mayor for up to twelve consecutive years. The Ordinance also provides for the form of the ballot question to be placed on the ballot for a vote of the City electors and calls for a special election to be held on November 8, 2022, in conjunction with the statewide general election, to present the ballot question to the qualified electors of the City of Deerfield Beach. Pursuant to Section 101.61, Fla. Stat., the ballot summary of the amendment shall be an explanatory statement, not exceeding 75 words in length, of the chief purpose of the measure.

If the enclosed Ordinance is approved by the City Commission in its current form, the ballot question provided for in the Ordinance will be placed on the November 8, 2022 ballot. Pursuant to Section 166.031, Fla. Stat., a majority affirmative vote of the electors voting in a referendum upon such amendment is required for the Charter Amendment to be adopted.

Recommendation

Staff recommends consideration.

ORDINANCE NO. 2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO SECTION 3.04, "ELECTIONS AND TERMS," OF THE CITY CHARTER TO MODIFY THE TERM LIMIT RESTRICTIONS FOR THE CITY COMMISSION; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO ELECTORS; CALLING A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO THE CITY CHARTER TO BE HELD ON TUESDAY, NOVEMBER 8, 2022; PROVIDING FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL OF THE PROPOSED CHARTER AMENDMENT; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING A PROCEDURE FOR BALLOTING; PROVIDING FOR NOTICE; PROVIDING FOR RELATED MATTERS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission desires to submit a proposed amendment to the City Charter (the "Charter Amendment") regarding term limit restrictions to a vote of the electors; and

WHEREAS, pursuant to Section 9.01(1) of the City Charter, the City Commission may, by ordinance, propose amendments to any part or all of the Charter, except article II prescribing boundaries, and upon passage of the initiating ordinance, shall place the proposed amendment to a vote of the electors at the next regular city or general election held within the city or at any special election called for such purpose; and

WHEREAS, pursuant to Section 166.031, Florida Statutes, and City Charter Section 9.01, the City Commission is required to submit the Charter Amendment to the electors of the City for approval or rejection.

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

Section 1. The above "WHEREAS" clauses are true and correct and are made a part of this Ordinance.

Section 2. Section 3.04 "Elections and Terms" of the City Charter of the City of Deerfield Beach, Florida, is amended as follows¹:

ARTICLE III. LEGISLATIVE

Section 3.04. Election and terms.

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

(3) No person may appear on the ballot for re-election to the Deerfield Beach City Commission (as defined in Section 3.01) if, by the end of the current term of office the person will have served (or, but for resignation, would have served) as a member of the Deerfield Beach City Commission for ~~eight (8)~~ twelve (12) consecutive years; provided that a commissioner subject to these term limitations by virtue of prior service as a commissioner shall be permitted to run for mayor and may serve as mayor and if elected shall be subject to the same term limit restrictions with regard to mayoral service as set forth above for commission service; ~~provided further that should the person serving as mayor on the date this amendment is approved wish to appear on the ballot for re-election as mayor at the March 2009 election he shall be permitted to do so and may serve only that term and shall be barred from appearing on the ballot for a position on the city commission in the March 2013 election.~~

Section 3. That a special election is hereby called, to be held on Tuesday, the 8th day of November, 2022 in conjunction with the statewide general election, to present to the qualified electors of the City of Deerfield Beach, the ballot question provided in Section 4 of this Ordinance.

Section 4. That the form of ballot for the Charter Amendment provided for in Section 2 of this Ordinance shall be substantially as follows:

Ballot Question:

Term Limits Restrictions for Mayor and City Commission.

The City Charter currently provides that the Mayor and City Commissioners serve four year terms and prohibits a person from appearing on a ballot for City Commissioner if, by the end of their current term of office, the person will have served as a City Commissioner for eight consecutive years. It is proposed that the Charter be amended to permit service as a City Commissioner or Mayor for up to twelve consecutive years.

Shall the above-described Charter Amendment be adopted?

Yes [☐]

No [☐]

Section 5. Balloting shall be conducted between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election. Absentee ballots shall be available. Early voting shall be provided in conjunction with the general election. All qualified City electors who are timely registered in accordance with law shall be entitled to vote. The City Clerk is authorized to obtain any necessary election administration services from the Broward County (the "County") Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until the date at which the registration books shall close in accordance with the provisions of the general election laws. The City Clerk and the County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the provisions of this Ordinance. Pursuant to Section 102.141, Florida Statutes, this election shall be

canvassed by the City Clerk with assistance from the County Supervisor of Elections or as required by law.

Section 6. The notice of the election called for in Section 3 of this Ordinance shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the City at least 30 days prior to said election, the first publication to be in the fifth week prior to the election, and the second publication to be in the third week prior to the week of the election, and shall be in substantially the following form:

NOTICE OF SPECIAL ELECTION

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO ORDINANCE NO. _____ ADOPTED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AN ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE CITY ON TUESDAY, THE 8th DAY OF NOVEMBER, 2022, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY.

Ballot Question:

Term Limit Restrictions for Mayor and City Commission.

The City Charter provides that the Mayor and City Commissioners serve four year terms and prohibits a person from appearing on a ballot for City Commissioner if, by the end of the current term of office, the person will have served as a City Commissioner for eight consecutive years. It is proposed that the Charter be amended to permit service as a City Commissioner or Mayor for up to twelve consecutive years.

Shall the above-described Charter Amendment be adopted?

Yes []

No []

Polling place information and the full text of the proposed Charter Amendment as set forth in the enabling Ordinance are available at the office of the City Clerk located at 150 NE 2nd Avenue, Deerfield Beach, Florida 33441.

City Clerk

Section 7. Copies of this Ordinance concerning the Charter Amendment are on file at the office of the City Clerk located at 150 NE 2nd Avenue, Deerfield Beach, Florida 33441, and are available for public inspection during regular business hours.

Section 8. The Charter Amendment provided for in Section 2 above shall become effective only if the majority of the qualified electors voting on the specific Charter Amendment vote for its adoption, and it shall be considered adopted and effective upon certification of election results. The City Attorney is authorized to revise the Charter to the extent necessary to assure that any amendment adopted is properly included in the publication of the revised City Charter. Further, that in the event that the Charter Amendment is approved by the electors, conforming amendments shall be deemed to be adopted and the City Attorney is authorized to reflect and implement such revisions of the Charter to the extent necessary to assure that the amendment adopted conforms to all remaining Charter provisions. Following the adoption of the Charter Amendment, the City Clerk shall file the adopted Charter Amendment with the Clerk of the Circuit Court of Broward County, Florida.

Section 9. 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 10. 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 11. Subject to the requirements of Section 8 above, it is the intent of the City Commission and it is hereby provided that the Charter Amendment shall become and be made a part of the Charter of the City of Deerfield Beach, Florida, and that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention.

Section 12. That this Ordinance shall take effect immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2022.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

DRAFT