



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 15, 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: March 1, 2022

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Appearance Board Meeting Minutes

Attachment: February 9, 2022

Planning & Zoning Board Meeting Minutes

Attachment: December 2, 2021

Fire Pension Board Meeting Minutes

Attachment: September 27, 2021

Hillsboro Inlet District Meeting Minutes

Attachment: January 24, 2022

Police Pension Board Meeting Minutes

Attachment: November 1, 2021

INSTALLATION CEREMONY

1. *Remarks from outgoing Vice Mayor Ben Preston*
2. *Induction of Vice Mayor - Commissioner Michael Hudak*
3. *Remarks by Vice Mayor Michael Hudak*

APPROVAL OF THE AGENDA

March 15, 2022

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/84572900295?pwd=aHZ4VTVlS2ZRT29tdGtFL0Q4QzEzZz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 845 7290 0295#

Participant ID: #

Passcode: 358340#

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

AWARDS & RECOGNITION

1. Proclamation presented to Principal Jon Marlow recognizing March 15, 2022, as "Principal Jon Marlow Day."

Sponsor: Commissioner Ben Preston

PUBLIC COMMENT

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

CONSENT - BOARD APPOINTMENTS

2. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Anthony Pelt and Tony Guadagnino as Commissioners of the Deerfield Beach Housing Authority; and providing an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Mayor Bill Ganz

Attachment: DBHA Reappointments

3. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, confirming Lee Magnuson as a member of the Non-Uniformed Employees Retirement Plan Committee; providing for an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Clerk

Attachment: Non-Uniformed Board Reappointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

4. **Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing submission of a 2022 Community Challenge Grant Application to the American Association of Retired Persons ("AARP") to fund an intergenerational garden at the Teen Center; authorizing acceptance of the grant funds and execution of a Grant Agreement with the AARP, if awarded; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: 2022 Community Challenge Grant Application

5. **Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Agreement with Government Services Group, Inc. for American Rescue Plan Act Grant Management Services in an amount not to exceed \$191,000 for Phase II of the services, utilizing the State of Florida, Department of Management Services State Term Contract #80101500-20-1; providing for execution and an effective date. (Funds from Account #186-8000-554-32-99 - 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 Community Services & Department of Financial Services

Attachment: Government Services Group, Inc.

6. **Resolution 2022/- A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by Surfers for Autism for the 13th Annual Surfers for Autism Event at Deerfield Beach, 149 SE 21st Avenue, on**

Friday, April 29, 2022 through Sunday, May 1, 2022; approving a waiver of fees; providing for an effective date. (Fiscal Impact: \$4,810.10 - Parking, Showmobile, & Salary)

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: Surfers for Autism

DEPARTMENTAL BUSINESS

- 7. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Memorandum of Understanding ("MOU") with Broward College for participation in the Broward Up Program; authorizing the City Manager to execute the MOU; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Economic Development

Attachment: Broward Up Program

- 8. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, supporting the City's membership in the Metro-Transportation Engineering and Construction Cooperative ("MTECC"); approving the Interlocal Agreement for the creation of the MTECC; authorizing expenditure of \$50,000 for the membership fee and \$25,000 for the annual fee provided for in the Interlocal Agreement; providing for execution and an effective date. (Funds from Account #108-5050-541-32-99 - 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 Environmental Services

Attachment: MTECC

- 9. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the City Manager to send a letter to the Florida Department of**

Transportation District Four Secretary regarding the SW 10th Street Connector Project; providing for implementation and an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Deptment of Environmental Services

Attachment: FDOT

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

- 10. ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE OF ORDINANCE ARTICLE VI, "CODE ENFORCEMENT," DIVISION 2 "SPECIAL MAGISTRATE," SECTION 2-361 "ADMINISTRATIVE FINES; COSTS OF REPAIR; LIENS" TO INCREASE THE MAXIMUM AMOUNT OF ADMINISTRATIVE FINES THAT MAY BE IMPOSED BY THE SPECIAL MAGISTRATE FOR CITY CODE VIOLATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for April 5, 2022

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

Sponsor: Vice Mayor Michael Hudak

Attachment: Special Magistrate

ADDENDUM

- 11. Discussion and potential action regarding City Charter term limit restrictions for consecutive service as Commissioner and then as Mayor.**

Suggested Action: Direction and potential motion from City Commission

Sponsor: City Commission

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, April 5, 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, March 1, 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 7:02 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

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

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - February 15, 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

Community Appearance Board Meeting Minutes - December 8, 2021

African American Heritage Board Meeting Minutes - 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 - November 8, 2021

ACKNOWLEDGEMENT OF CITY BOARD MINUTES - CONTINUED

Commissioner Drosky explained that the City Commission should not motion to approve the minutes since the Commission does not govern them. He recommended a motion to acknowledge the minutes instead. Furthermore, he said the minutes for the African American Heritage Board are insufficient and would like some progression.

David Santucci, City Manager, advised that he has spoken with the City Clerk regarding the timeliness of the minutes being submitted and the format; both will be addressed with the Parks Department.

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

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

Nays: 1 - Commissioner Drosky

APPROVAL OF CITY COMMISSION AGENDA

March 1, 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

Mayor Ganz asked if Item 6 can be discussed out of order; the Commission consented.

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.**

The Ordinance was read by title only.

Commissioner Parness said the public previously voted to limit terms to two consecutive terms, for a total of eight years for the elected officials. He said after surveying various cities within the County, out of 31, 20 cities either have no limits or have at least three, which he outlined. He said he is not requesting the Commission to decide on term limits, but to have the voters decide during the November 2022 election.

Vice Mayor Preston said he understands Commissioner Parness's perspective, but has received a number of calls opposing the ordinance. He explained that elected officials have four or eight years to make their case, if reelected. He opined that eight years is enough to do the job and after that time, it is hopeful that an alliance has been built in the City to allow collaboration with another to provide input.

CITY COMMISSION BUSINESS - CONTINUED

Commissioner Hudak said this is a difficult decision but agreed with Vice Mayor Preston. He said although it takes time to acclimate to the position and build relationships, eight years is a long enough time to give back to the community. Furthermore, after an eight-year term, an individual can run for mayor or if not reelected for a second term, you can run again after the four years has expired. Additionally, he said he has not heard an outcry of individuals wanting this change. He has received phone calls from individuals desiring to keep the Charter as is and is not sure why there is a desire to change at this time.

Commissioner Drosky said he agrees that it does take time to acclimate and develop relationships. He explained that with Commission turnover, a lot of institutional knowledge is lost; whereby, that knowledge benefits the residents and City. Notwithstanding, he agreed that eight years is a good amount of time to make changes; however, based on the empirical data, a case can be made that two terms is not enough. Commissioner Drosky said a majority of sister cities have no terms or three term limits. Additionally, he expressed concern with the ordinance applying to the existing Commission as it could be perceived as politicians doing themselves a favor, and while he does not believe that is the intent, he does not want the perception. Commissioner Drosky said he would like to hear more from the residents; thus, he would be inclined to moving it along to second reading for April 5th, so he has a chance to discuss it at his District 4 meeting on March 29th. Lastly, if the item is approved tonight, he is not guaranteed to support on second reading as he would like to hear from his residents.

Mayor Ganz said he is uncomfortable voting on something that will give him an additional term as he is term limited; by the end of his term in 2025, it will be a total of 16 years. Thereafter, he outlined the history of the mayoral seat; whereby, from the late 1980's to 2000's, there were two mayors in the City. He said he spent much of his tenure trying to correct things that were done. Although he does not necessarily agree that eight years is enough to get things done, the voters did vote previously on this. Mayor Ganz expounded on how changes were made in the Charter by a citizen review board, and the implementation of staggered terms, which was decided by voters, has served the City well. Notwithstanding, he explained that certain projects, like SW 10th Street, are extremely important as it has been ongoing.

Continuing, Mayor Ganz said he, Commissioner Drosky and Commissioner Parness have been fully involved in the process and if all three are no longer in office, not only is the institutional knowledge gone, which is not healthy for the City but the relationships with the County, MPO and other cities are lost as well. Mayor Ganz said he does not have an issue with the ordinance being presented to the voters and mentioned the petitions recently completed, but sometimes, people sign petitions without knowing what they are signing. Lastly, Mayor Ganz said he has heard a mix of support and opposition and his main concern is the expense the City will incur.

Commissioner Parness said he has obtained over 100 signatures supporting the ordinance; whereas, he thinks the voters should be heard again. He also commented on the funds paid to support a youth football team, \$50,000; whereas, the cost is less than \$1 per voter to place on the ballot. He said placing the ordinance on the November 2022 ballot will receive a high voter turnout based on the candidates on the ballot.

There was a brief discussion amongst the Commission of residents who contacted their respective commissioner opposing or supporting the proposed ordinance.

Mayor Ganz opened the public hearing.

Commissioner Mark Bogen, Broward County, provided a brief background of his experience as an elected official and reliance on the voters to decide. The issues they have endured include the surtax and now Mayor at large because the Broward County Mayor is a rotated position. Thereafter, he opined that SW 10th Street is the City's largest obstacle and if three elected officials are out of office while it is ongoing, he is afraid that it will be detrimental. Furthermore, he said he supports term limits, but believes the voters should decide.

Kathy Richards, 3074 Hardwood F, Deerfield Beach, spoke in support of the proposed ordinance being presented to the voters. She also commented on the loss of institutional knowledge for SW 10th Street if all three elected officials are no longer serving as of 2025.

CITY COMMISSION BUSINESS - CONTINUED

Sandra Jackson, 386 SW 35th Avenue, Deerfield Beach, spoke in opposition to the proposed ordinance as the voters have already decided. She further expressed concern with comments made by Commissioner Parness regarding the contribution for youth football. Lastly, she said if the ordinance is placed on the ballot, she will make a concerted effort to fight it.

Raymond Wilson, 498 Durham Q, Deerfield Beach, spoke in support of placing the ordinance on the ballot; as the voters will decide what they feel is best.

Linda Mooney, 4891 NW 18th Avenue, Deerfield Beach, spoke in support of placing the ordinance on the ballot.

Paula Cook, 62 Centennial Court, Deerfield Beach, asked when the voters addressed this question.

Mayor Ganz replied 2006.

Perry Victor, 48 NE 19th Terrace, Deerfield Beach, said he opposes term limits because if someone is not working out, they are not reelected, but for those who have performed well, he does not agree that they should be term limited.

Felicia Poitier, 140 NE 5th Street, Deerfield Beach, asked if there is a process, whereby, an elected official can run for a third term.

Mayor Ganz replied no.

Ms. Poitier said she understands the desire for continuity on the 10th Street project, but asked if there is a way to pass the knowledge onto the next elected official.

Mayor Ganz replied yes, he's sure there could be.

Richard Rosenzweig, 97 Farnham E, Deerfield Beach, commended the City Commission on their efforts regarding 10th Street. Furthermore, Mr. Rosenzweig spoke in opposition to the proposed ordinance being placed on the ballot. Additionally, the ballot will be so long that the question may be hidden. Lastly, he asked why the ordinance is necessary, who does it benefit and whether it is a perceived problem. To avoid the appearance of impropriety, the ordinance should only apply to newly elected officials if approved.

Alice Chatman, 1086 S. Military Trail, Deerfield Beach, said the ordinance should be presented to the voters.

Jane Schafrann, 48 NE 19th Terrace, Deerfield Beach, said she opposes term limits because the voters should decide whether an elected official is working for their constituency and looks forward to seeing this question on the ballot.

Terry Scott, 180 SW 3rd Avenue, Deerfield Beach, commented on Mayor Ganz's history with the City as a commissioner, followed by mayor. He opined that this is the route others should take instead of implementing the ordinance. He also commented on educating other elected officials on SW 10th Street as well as other issues.

Diane Chisholm, 375 NW 7th Court, Deerfield Beach, said she supports voter rights and is not against any plan that supports people; whereby, succession planning is important and a title is not necessary to continue helping the City, such as SW 10th Street. Ms. Chisholm said she does not support term limits specifically designed to help a few individuals. Further, she opined that education is a missing component and if something can be done to help educate the community, it would be greatly appreciated.

Thereafter, there was a brief discussion between Mayor Ganz and Ms. Chisholm regarding her signature being on the petition.

CITY COMMISSION BUSINESS - CONTINUED

Continuing, Mayor Ganz said the Commission is not voting to give themselves another term, but the ordinance, if approved, would give the voters the right to vote during referendum. He said the Commission does not have the ability to change the Charter, only the voters can do so.

Pam Cantor, 4041 Lyndhurst J, Deerfield Beach, said the voters should have an opportunity to decide. Many neighboring cities have three term limits and wants to see the question on the ballot.

Mae Francis Feagin, 3500 SW Natura Boulevard, Deerfield Beach, said the voters want the right to vote on what they want to see in their communities.

Daryl Brown, 262 Farnham K, Deerfield Beach, said the voters should decide whether to extend to a third term or keep two terms.

Chris Marino, 1525 SE 14th Court, Deerfield Beach, said the voters have already decided on this subject in 2006 and does not agree with paying \$34,000 for ballot placement. He said an advisory board on the 10th Street project should be in place and they can advise any official going forward.

Mayor Ganz said there is an advisory board in place.

Wayne Adams, 1431 SW 5th Terrace, Deerfield Beach, said residents overwhelmingly voted for term limits in 1993; thereafter, he provided a timeline of the changes made, i.e. staggered terms and now a request to change the term limits. Mr. Adams further commented on a vote from a previous meeting.

Katie Freitag, 418 SE 2nd Street, Deerfield Beach, said a lot of people are unaware of this item being on the agenda, but does not support the ordinance. She said SW 10th Street has been ongoing for four years and asked why the information would disappear when the commission changes. The project has been going on for such a long time that another term will not make a difference. She asked how much will it cost the City and if the funds could be used in another area. Lastly, she said Vice Mayor Preston was able to come back after defeat which is why staggered terms are in place.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said term limits are implemented for a specific reason and she does not agree with implementing term limits for 12 years. The term limits should be left as is and two-terms for 4 years each is enough to get things done. Lastly, Ms. Clarke-Reed said she does not currently support the proposed ordinance but wants to see what develops at second reading.

Mayor Ganz closed the public hearing.

Commissioner Hudak asked about the current term limits outlined in the Charter; whereas, a commissioner can serve for two consecutive terms and if a person leaves office and waits four years, the elected official can run again.

Anthony Soroka, City Attorney, replied yes, that is correct. The restriction is eight consecutive years.

Mayor Ganz clarified that when his term expires as mayor, he could run for District 4 for another four years.

Mr. Soroka replied yes.

Mayor Ganz said 10th Street is only an example and explained the extent to learning and understanding what is happening with 10th Street. He said you do not stop taking interest in a project like that because you are out of office, after investing so much time.

Commissioner Hudak explained that although information can be passed on, relationships are not. He commented on the relationship developed with County Commissioner Bogen and the importance of having relationships when dealing with difficult situations. Lastly, as elected officials, they can be voted out if the residents are not happy with their performance; this ordinance allows the voters to decide.

CITY COMMISSION BUSINESS - CONTINUED

Commissioner Parness continued to express the importance of allowing the voters to decide; however, even if the ordinance passed, there is no guarantee they would be reelected. Commissioner Parness said he does not like the idea that 60% of the present dais can be gone in one day. Lastly, the cost of the referendum is \$34,000 which is less than \$1 per voter when placed on the November ballot; however, in March 2023, the cost greatly increases to over \$130,000.

Vice Mayor Preston said he has received various calls from different districts that were not in favor; thereafter, he advised that the Constitution was amended to address ongoing issues in the Country. In this instance, if the residents had brought it forward, he would support, but there has not been an outcry from the public to address the proposed term limits.

Commissioner Parness continued to express the importance of allowing the voters to decide and the changes that have occurred over time regarding term limits. Thereafter, he said if the voters decide to retain the current terms, he will accept that, but would like to move forward. In closing, he said the Commission votes their conscious and the voters should have the same right.

Vice Mayor Preston outlined the process of how bills become laws and the elected officials are to answer the citizens concerns. He said there is not a real problem and the voters have already decided on term limits and believes that others can come in and learn just like they did.

Mayor Ganz said if the proposed ordinance moves forward, he would like to eliminate the loophole so an elected official cannot return after serving 16 years. Mayor Ganz did express opposition to paying \$34,000 for ballot placement.

In response to Commissioner Hudak's question, Mr. Soroka replied that he would anticipate two separate ballot questions.

Commissioner Parness said an additional question will cost approximately \$42,000.

Mr. Soroka clarified the motion would be fixing the loophole issue mentioned by Mayor Ganz and setting the second reading and public hearing for April 5th.

Commissioner Parness agreed.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 6 as amended on first reading, setting the second hearing for April 5, 2022. Roll Call:

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

Nays: 1 - Vice Mayor Preston

PUBLIC HEARING

- 1. P.H. 2022-030: Resolution 2022/031 - 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.**

The Resolution was read by title only.

Anthony Soroka, City Attorney, advised that pursuant to the Code, the item will require a 4/5 affirmative vote for adoption.

Eric Power, Director of Planning & Development Services, provided a presentation regarding the purchase of the parcel. He advised that this is the first time an application came forth since approved January 14, 2020. Thereafter, Mr. Power explained the Code section and how the sell works. The City is allowed to

PUBLIC HEARING - CONTINUED

sell, lease or give, city owned property under certain conditions. There is a threshold for values below or above \$750,000, solicited and unsolicited. Unsolicited means the City did not ask, but an applicant contacted the City by providing an application. Furthermore, a 5% deposit of the proposed purchase price was provided, narrative indicating applicant's intention and property appraisal. Once staff determines whether the property can be sold, leased, or given, an internal survey, public notices, and post in the newspaper are all performed. Also, the City performs an appraisal.

Continuing, Mr. Power said the applicant submitted the application in November with a proposal to construct one single-family home on the lot which is adjacent to a parcel the applicant already owns for which a building permit has already been issued to construct a single-family home on the adjacent lot. The applicant proposed a purchase price of \$50,000, but after negotiations, the applicant agreed to pay the City's appraised value of \$56,500. In addition, the applicant will be required to pay all permit and impact fees, approximately \$20,000; then, once the home is built, annual property taxes start next year. Mr. Power provided an aerial of the property's location.

Commissioner Parness left the dais temporarily at 8:54 p.m. and returned at 8:56 p.m.

Commissioner Hudak ask what happens if the applicant defaults and does not build a home.

Mr. Power replied that there is a reverter clause; whereby, the applicant has 12 months to obtain a building permit, 18 months to receive a certificate of occupancy; however, within that process the applicant may request additional time. He explained that the applicant has begun moving forward with building plans and the permit was approved for the adjacent lot. If conditions are not met, the property goes back to the City.

In response to Vice Mayor Preston's question, Mr. Power replied that no one else applied for the property during the public notice process. He said the City did receive inquiries during the public notice process, but there were no additional applications. The application is available on the website and people who inquire are directed there.

Mayor Ganz opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked why the applicant is purchasing the property for less than the appraised value.

Mayor Ganz replied it is not, the applicant agreed to pay \$56,500.

Mr. Power explained that the appraisal did not occur until after the application was submitted; nevertheless, once the City's appraisal was received, the applicant agreed to the appraised value.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, asked how the City came to own the property and who owns the vacant lot next to it. If so, she asked if it would have been more beneficial to sell both lots together as a larger parcel instead of individually.

Mr. Power explained the notification process; whereby, all the adjacent property owners are notified by mail of the potential to sell the lot; notwithstanding, the applicant purchased the adjacent lot last year and has received a building permit to build a single-family home on the lot.

Mayor Ganz closed the public hearing.

Mr. Soroka recommended that the purchase price of \$56,500 be included in the motion, if approval is desired.

Mayor Ganz explained that the goal of the program is to allow someone who owns an adjacent property to purchase and use it as a benefit to the purchaser and tax revenue. Mayor Ganz also commented on chatter that would have stymied the process.

PUBLIC HEARING - CONTINUED

Thereafter, Mr. Power explained that the process would require a plan to be presented with the application and be treated like a solicited RFP; whereby, it would be presented to the Commission.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 1 as amended with a purchase price of \$56,500, adopted Resolution 2022/031. Roll Call:

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

Nays: 0

PUBLIC COMMENT

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said she has difficulty reading her water bill, as well as others, and would like to find a way to simplify it.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, commented on recent events in the City and expressed how impressed she was with each; Festival of the Arts, Black Heritage Banquet, and Pioneer Days. Ms. Freitag said she prefers quality events over quantity. She also asked if there is any way to open the parking lot near Embassy Suites early in the morning before 6 a.m. for those who purchase parking passes. Lastly, she said she is a vendor of the City and hopes that the City will consider infrastructure changes that she has proposed to various departments, considering budgetary constraints.

Mayor Ganz recommended that Ms. Freitag contact her district commissioner instead of going to the departments to discuss potential improvements. He also recommended that Ms. Clarke-Reed speak to someone to explain what is confusing to potentially address any changes.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 2. Resolution 2022/032 - 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.**

The Resolution was read by title only.

In response to Vice Mayor Preston's question, David Santucci, City Manager, replied that there is an opportunity for residents to participate in the program; however, the costs are paid to Toastmasters International, so he is not confident that fees can be waived for city residents. Additionally, he advised that the organization is requesting a rental fee waiver.

In response to Commissioner Parness's question, Teresa Rynard, Director of Parks & Recreation, replied that the facility rental is for 2 hours at a cost of \$25/hour; therefore, the total for the year is \$2500.

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

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve Item 2, adopted Resolution 2022/032. Roll Call:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

- 3. Resolution 2022/033 - 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. (Funds from Account #450-4551-534-32-99 - Other Contractual Services)**

The Resolution was read by title only.

Mayor Ganz opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked what positions are being filled.

Chad Grecsek, Director of Sustainable Management, replied that there are six vacant positions the department has been unable to fill. Nevertheless, they have used PeopleReady since 2016 and have supplemented city staff for bulk collection which is a needed service.

David Santucci, City Manager, advised that during this labor market, the City is having difficulties filling various positions and in order to maintain a high level of service, temporary staffing is needed until permanent positions are filled.

In response to Commissioner Parness's question, Mr. Grecsek replied that PeopleReady staffing are helpers on the trucks.

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve Item 3, adopted Resolution 2022/033. Roll Call:

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

Nays: 0

- 4. Resolution 2022/034 - 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.**

The Resolution was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve Item 4, adopted Resolution 2022/034. Voice Vote:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

5. **Resolution 2022/035 - 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)**

The Resolution was read by title only.

Mayor Ganz opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked if people within the Finance Department are being trained to fill these positions, instead of employing temporary services. She said stability in that department is very important and she is questioning it.

Mayor Ganz closed the public hearing.

David Santucci, City Manager, replied yes, staff is being developed in various capacities to fill positions when the time comes. Currently, recruitment is underway for one position and will be followed up with the second thereafter. Temporary services are stop gap measures until the positions are filled; whether internally or externally.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve Item 5, adopted Resolution 2022/035. Roll Call:

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL**CITY ATTORNEY**

Charter Amendment Question - Anthony Soroka, City Attorney, advised that he would look into whether another first hearing for both items is necessary, since the original ordinance did not contemplate the second question.

Legislative Bills 2022 Session - Mr. Soroka outlined changes to the various bills, sovereign immunity personal injury claims against municipalities. The current state law provides an exposure cap of \$200,000 per person/\$300,000 per incident for municipalities. Both a House and Senate Bill were filed for these issues; whereby, the Senate bill proposed to raise the caps to \$1 million per person/\$3 million per incident; the House bill proposed \$1 million per person, but unlimited cap for occurrence. Nevertheless, after review by three committees, the bills have been amended and are based on population; the Senate Bill provides for populations over 50,000, \$300,000 per claim/\$400,000 per occurrence; House Bill \$400,000 per claim/\$600,000 per occurrence. He encouraged contact with the Congress to express satisfaction with the Senate version which is currently being supported by the League of Cities.

CITY MANAGER

SW 10th Street - David Santucci, City Manager, said he would like the Commission to support a letter, by resolution, to urge the Florida Department of Transportation to provide a decision related to outstanding issues on projects, wherein, they would like the City to enter into agreements concerning utility water lines. There is a unique opportunity for the project to include reclaimed water for irrigation, landscaping at 1.5% of total contract cost, and long-term landscaping which the City will be responsible. The other issue is that

COMMENTS BY ADMINISTRATION & LEGAL - CONTINUED

the City stands to lose a substantial amount of property valued at approximately \$100,000. He said these issues will be formalized in a letter and presented to the Commission at a future meeting. Mr. Santucci welcomed any input from the Commission.

Hybrid Meeting Attendance - Mr. Santucci asked the Commission to consider either in-person meetings or continuation of hybrid meetings, with three in person and two virtual.

After a brief discussion, it was decided to discuss at the March 15th City Commission Meeting.

Commissioner Parness said he would like to appear in person whenever possible.

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

Voter Registration - Commissioner Parness commented on the voting process and explained that when assisting with registering voters, the person will need to take the registration form him/herself as no one else can deliver it. Furthermore, he said he has set up voter registrations for both Districts 2 and 3.

District 3 - Commissioner Parness said everything is going well in his district; he also commented on crime happening in Century Village. Thereafter, he commented on the time he has spent in Deerfield Beach and how he has loved being here.

COMMISSIONER HUDAK**DISTRICT 1**

Induction as Vice Mayor - Commissioner Hudak asked if the meeting could be moved to Monday, March 14th as his family will be traveling on March 15th.

After a brief discussion, the meeting date remained March 15th.

Deerfield Beach Middle School - Commissioner Hudak applauded the teacher's lounge from Deerfield Beach CARES and Kiwanis. He expressed how the teachers have gone through a lot over the last two years; thereafter, he thanked CARES and Kiwanis for their contribution.

Pioneer Days - Commissioner Hudak said the event and all the associated activities were amazing and applauded Elizabeth Ricci for her efforts. There are many staff that go above and beyond and thanked them as well.

Ukraine War - Commissioner Hudak commented on Russia invading the Ukraine and showed his support for Ukraine who is fighting to be a democratic nation.

COMMISSIONER DROSKY**DISTRICT 4**

SW 10th Street - Commissioner Drosky encouraged everyone to stay abreast of the changes as anything can change. He also recommended that the elected officials contribute to the letter provided by the City Manager, as he intends.

VICE MAYOR PRESTON**DISTRICT 2**

Deerfield Beach Historical Changes & Events - Vice Mayor Preston commented on how the City has changed racially and culturally over the years; whereby, Braithwaite Elementary School was created to educate only Black children due to segregation. However, those times have changed; whereby, during Pioneer Days, he saw children of all races along the parade route. He thanked the Commission for attending the Black Heritage Banquet, as well as City staff and the African American Heritage Board for

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

their contributions. Lastly, Vice Mayor Preston said the Black Heritage Banquet was held at DoubleTree because space was needed, and the event was still sold out.

Water Bills – Vice Mayor Preston said others have complained to him about the water bill and asked that it be investigated.

MAYOR BILL GANZ

Urban Land Institute - Mayor Ganz said staff has been working on a letter of support for the commuter rail. Also, the Urban Land Institute (ULI) will be talking about various options for the commuter rail on Thursday. He thanked the ULI for the service and expertise in the field as real-world advice is being given so the Commission can decide what to explore. Mayor Ganz encouraged the public to attend the event.

SW 10th Street - Mayor Ganz asked that there be a discussion on 10th Street at the Metropolitan Planning Organization as well as a letter of demand to the Florida Department of Transportation (FDOT). He said FDOT is trying to steer the project without the City's input; therefore, it is important to move forward with demands.

Public Comments - Mayor Ganz said inappropriate words were used earlier this evening and thought the comments were being read, but they were not.

Street/Facility Renaming - Mayor Ganz said he voted against the renaming of a park because the person was still alive and regrets it; therefore, he would like to recognize and honor people who are living.

City Events - Mayor Ganz thanked City staff, volunteers and the public for attending the events and making them successful. He said this was the first bonfire and would like to have another.

Social Media Commentary - Mayor Ganz said he will not be afraid to call people out when they make untrue statements.

City Commission Debates - Mayor Ganz encouraged the Commission to not take personal shots at each other when they are trying to gain support from their fellow colleagues as he prefers that there be relevant discussions to the topic.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to adjourn the meeting at 9:52 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
February 9, 2022**

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 7:00 p.m. in the City Commission Chambers, Deerfield Beach, by Chair Belton.

Roll call showed:

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

Also Present: Anthony Soroka, City Attorney
 Jenna Lane, Planner
 Alexia Howald, Planner
 Tracy Britten, Administrative Support Specialist

Absent: Patrick Morris

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Damiano made a motion, seconded by Mr. Hugentugler to approve the December 8, 2021 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW ITEM

**#7015 Palm Plaza Building
 816 SE 9 Street
 Building Paint Change**

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

The proposed building colors included Dynasty Marquee for the window frames and door trims; Taj Mahal for the walls and conduits.

Mr. Hugentugler made a motion, seconded by Mr. Damiano to approve Item #7015 with the stipulation that the type of paint used on the aluminum trim be metal primed paint to prevent peeling. The motion CARRIED by unanimous vote.

**#7014 27-81 South Federal
27-81 South Federal Highway
Master Signage Plan**

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

Mr. Glen Welden, applicant, advised the proposed master signage plan provides criteria for tenants that would ensure consistency and improve the visual appearance of the shopping center. The proposed regulations included a standard default letter style of Arial Bold in either white, red or green, height restrictions of 24-inch or 18-inch channel letters depending on the size of the façade and a maximum letter height of 36 inches for anchor tenants.

Discussion ensued regarding the existing free-standing building identity display.

Mr. Weldon advised the non-conforming legal sign would remain and upgrades would create uniformity and improve appearance. Mr. Weldon suggested repainting the sign trims a uniform color as well as requiring opaque backgrounds with only illuminated lettering for each store name.

Mr. Hugentugler made a motion, seconded by Ms. Ellington to approve Item #7014 as submitted. The motion CARRIED by unanimous vote.

**#7016 900 SE 8 Avenue
900 SE 8 Avenue
Minor Site Plan**

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

Mr. Jordy Sopourn, applicant, explained the building has been derelict for over 10 years, but they are in the process of renovating. Plans to improve the building include: adding an enclosed porch entry feature to serve as a lobby; rebuilding the staircases; adding railings and repainting the building grey for a more modern look. The main building will be painted Nebulous White, Argos for the towers and Iron Ore for the banding, fascia and store front area. They will also be installing new doors and windows as well as rebuilding the towers and repairing the stucco. The sprinkler system and landscape in the parking lot will be redone and foundation planting around the building. The first floor of the building will be used for retail, and the second and third floors will be used for general office space. Mr. Sopourn said once the plans are approved and numbers are finalized, they will commence construction.

Ms. Lane added that these measures are required by a compliance agreement with the City to the property owner, and it is supported by Staff.

Mr. Damiano made a motion, seconded by Vice Chair Glunt to approve Item #7016 as submitted. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

Anthony Soroka, City Attorney, reminded the Board of the State Law that prevents municipalities from requiring a certain color in a master signage plan if a company is able to show they have a nationally branded name.

Comments by Deerfield Beach Planning and Development Services Department

Jenna Lane, Planner, introduced Alexia Howald, Planner, who began her employment with the City in January. Additionally, she announced Stephen Graham, former Assistant Director of Planning and Development Services, no longer worked for the City.

ADJOURNMENT

Chair Belton adjourned the meeting at 8:11 p.m.

Harry Belton, Chair
Community Appearance Board

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
December 2, 2021
MEETING MINUTES**

A regular meeting of the Planning and Zoning Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:01 p.m. in the City Commission Chambers by Thomas Plaut, Chair.

ROLL CALL

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

Also Present: Stephen Graham, Assistant Director of Planning & Development Services
Anthony Soroka, City Attorney
Kasey Litchfield, Records Specialist

Absent: David Kurlander, Alternate

PLEDGE OF ALLEGIANCE

SEATING OF ALTERNATES

None.

APPROVAL OF MINUTES OF PREVIOUS BOARD MEETING

Motion was made by Vice Chair Bennett and seconded by Mr. Lane to approve the minutes of November 4, 2021. The motion CARRIED by unanimous vote.

OLD BUSINESS

None.

NEW BUSINESS**P.H. 2022-018: PROPOSED LAND DEVELOPMENT CODE AMENDMENT - BEACH AMENITIES**

Applicant: **CITY OF DEERFIELD BEACH**

Proposal: Proposed amendment to Section 98-59 "S, Open Space" of the Deerfield Beach Land Development Code to provide for beach chair and umbrella setups as an accessory use to a beach use in the "S, Open Space" Zoning District, subject to conditions.

SUMMARY BACKGROUND/EXPLANATION

Article III "Zoning District Regulations" of the City's Land Development Code ("LDC") sets forth the various zoning districts within the City. Section 98-59, "S, Open Space" of the LDC sets forth regulations for property within the City zoned S, Open Space and includes a list of permitted principal uses and accessory uses on Open Space zoned property. Beaches is listed as a permitted principal use within the Open Space District.

The enclosed Ordinance proposes to amend Section 98-59, "S, Open Space" of the LDC to permit an additional accessory use for beach chair and beach umbrella amenity setups ("Equipment") where a property has a Beach principal use, subject to conditions. In order for such accessory use to be permitted, the Equipment must exclusively serve a condominium or hotel located within 100 feet, and the parcel where the Equipment is located must be owned, operated and maintained by the same condominium association or hotel, including affiliates.

Pursuant to the enclosed Ordinance, the accessory use is subject to and must satisfy the following conditions:

- (i) submission of a permit application that includes a site plan and operational plan describing the number and types of equipment/setups, proposed placement of the equipment, and overnight storage of the equipment;
- (ii) no structures (as defined by the Florida Building Code) shall be permitted;
- (iii) the permit shall be conditioned on Applicant's compliance with all applicable laws and regulations, and acknowledgement of the Public's customary use and agreement not to materially interfere with such customary use; and
- (iv) the Owner shall agree to indemnify, defend, and hold harmless the City, its officers and employees from any and all claims, liability, lawsuits, damages and causes of action that may arise out of the permit or the Owner's activities on the subject beach parcel.

Stephen Graham, Assistant Director of Planning & Development Services, provided a brief overview of the item.

Anthony Soroka, City Attorney, explained that the ordinance pertains to property zoned open space, specifically on the beach. He stated that the beach is opened to the public but there are areas privately owned by either an adjacent condominium association or hotel. Currently, the City has an outside vendor that will set up beach chairs and umbrellas for the public, which has been requested by the private lot owners; therefore, staff is recommending conditions be put into place where a property has a beach principal use. Mr. Soroka stated that in order for such accessory use to be permitted, the equipment must exclusively serve a condominium or hotel

located within 100 feet, and the parcel where the equipment is located must be owned, operated and maintained by the same condominium association or hotel, including affiliates. Thereafter, he listed the conditions, which are outlined as (i) thru (iv).

In response to Chair Plaut's questions, Mr. Soroka replied that staff did not want to specify how or where to store the equipment; nevertheless, it must meet code and be proposed in their plan. Further, he advised that the amenities would not be open to the general public but intended for the private property owners serving their residents and guests.

In response to Ms. Balaun's questions, Mr. Soroka replied that losing beach ultimately affects the size of their parcel but stated that during the permitting process they must submit a plan outlining their setups; nevertheless, if staff identifies potential issues, i.e. distance separation, then the City can further adopt city manager administrative regulations. Additionally, public access must be outlined in their plans.

In response to Mr. Chandran's questions, Mr. Soroka replied that there are multiple parcels that are privately owned and most of them are vacant; whereby, this ordinance allows for those parcels to be utilized for beach amenities only. Further, he reiterated that the City provides beach amenities for public use; nonetheless, this ordinance does not allow the private parcel owners to sell their equipment to the public but allows them to provide amenities to their residents and guests only.

Chair Plaut opened the public hearing; however, there was none to speak.

Motion was made by Ms. Beckford and seconded by Vice Chair Bennett to close the public hearing. The motion CARRIED by unanimous vote.

In response to Ms. Beckford's questions, Mr. Soroka replied that the location of their beach amenities would be on their private parcels only. Further, he said there isn't a limit on the number of amenities because each parcel is different, but they must be spaced accordingly and be an accessory use. Lastly, he said there are only 4 - 5 entities but some own multiple parcels.

Motion was made by Vice Chair Bennett and seconded by Ms. Beckford to approve P.H. 2022-018: Proposed Land Development Code Amendment - Beach Amenities. The motion CARRIED by unanimous vote.

P.H. 2022-019: PROPOSED LAND DEVELOPMENT CODE AMENDMENT - PLANNED INDUSTRIAL DISTRICT

Applicant: **CITY OF DEERFIELD BEACH**

Proposal: Proposed amendment to Section 98-57 "PID, Planned Industrial District" of the Deerfield Beach Land Development Code pertaining to permitted uses.

Staff is proposing an amendment to the Planned Industrial zoning district (PID) in the City of Deerfield Beach Land Development Code to add "Electric Vehicle Service Center" as a permitted use. Such facilities are currently prohibited in the PID, however it has been identified that this zoning district is a suitable location capable of accommodating such uses, consistent with the purpose and intent of the PID.

The proposed code amendment:

1. Creates a new definition for “Electric Vehicle Service Center” in Section 98-3 “Definitions”;
2. Adds Electric Vehicle Service Center to the list of permitted uses in Section 98-57(b); subject to the compliance with the following requirements:
 - a. The facility must have a lot area of at least 100,000 square feet;
 - b. The facility must be in a fully enclosed structure or building of at least 50,000 square feet gross floor area;
 - c. All sales and service must be performed in a completely enclosed building;
 - d. No outdoor display or storage of vehicles shall be permitted;
 - e. No outdoor display or advertising, other than signage Code, shall be permitted.
 - f. Each PID will be limited to only one (1) Electric Vehicle Service Center.
3. Amends Schedule B “Off Street Parking Requirements” to add a parking ratio for the proposed new use.

Stephen Graham, Assistant Director of Planning & Development Services, provided a brief overview of the item. He explained that staff is proposing to add a new use to the Planned Industrial District (PID) for an electric vehicle service center and to add a parking ratio for the new use. An electric vehicle service center is defined as a building or structure owned, operated and maintained by an electric vehicle manufacturer and used primarily for the online sale and delivery of fully electric automobiles and the service, maintenance, repair and storage of fully electric automobiles. This new use will be added as a permitted use in the PID only as there are only five (5) PID’s within the City. Thereafter, he listed the electric vehicle service center requirements, which are outlined above. Lastly, he said these uses will not require a lot of parking as everything will be done primarily online.

In response to Mr. Lane’s question, Mr. Graham replied that the 100,000 square feet is the land area, and the 50,000 square feet is the building itself.

In response to Mr. Chandran’s questions, Mr. Graham replied that no particular establishment requested this, but staff is aware of the demand for these type uses, so zoning codes must be created to accommodate. As new changes are brought forward, staff will continue to make changes to the Code. Mr. Graham stated that the Code outlines what outdoor display and signage is allowed and that electric golf carts fall under a different use. Lastly, he reiterated that this use is for electric vehicles only and will not include hybrid vehicles.

Chair Plaut opened the public hearing; however, there was none to speak.

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

Motion was made by Ms. Beckford and seconded by Vice Chair Bennett to approve P.H. 2022-019: Proposed Land Development Code Amendment - Planning Industrial District. The motion CARRIED by unanimous vote.

STAFF REPORT

January Meeting - Stephen Graham, Assistant Director of Planning & Development Services, stated that the meeting in January will most likely be cancelled but staff will advise the Board accordingly.

B-Tactical Project - Mr. Graham said the project is underway and thanked the Board for their support. He said the volunteer days are from December 8th to December 11th and encouraged all to come out. Thereafter, he displayed an aerial of the project location.

Resignation - Mr. Graham stated that this will be his last meeting, as he will be leaving at the end of January. He said this decision was extremely hard, but it is time for him to step out on his own. He thanked the Board for their service to the City, as it is greatly appreciated.

CHAIRMAN'S REPORT

Chair Plaut wished everyone a safe and happy holiday.

MEMBERS' REPORTS

None.

ADJOURNMENT

Motion was made by Vice Chair Bennett and seconded by Ms. Beckford to adjourn the meeting at 7:55 p.m. The motion CARRIED by unanimous vote.

Thomas Plaut, Chair
Planning and Zoning Board



City of Deerfield Beach Municipal Firefighters Pension Fund

*Meetings located at: Fire Station #102, 1441 FAU Research Park Blvd,
Deerfield Beach, Florida 33441*

Minutes of the meeting held September 27, 2021

Trustees:

Robert Weech, Chairman – Present
Jonathan Campbell, Trustee – Present
Stephen Hill, Trustee – Present
Bruce Young, Trustee - Present

Trustees Not Present:

Dan Frazer, Trustee – Not Present

Also in Attendance:

Milton Williams – Integrity Investments
John Champagne – Integrity Investments
Burgess Chambers, Burgess Chambers & Associates
Doug Falcon – FHA-TPA Benefit Administrators, Inc.
Richelle Levy, Rice Pugatch Robinson Storfer & Cohen, PLLC, Fund Counsel
Chad Little, Freiman Little Actuaries
Yolanda Shea – FHA-TPA Benefit Administrators, Inc.

The Chairman called the meeting to order at 8:32 A.M.

TRUSTEE COMMENTS

Trustees expressed that they were happy to be there present for the meeting.

ACTUARY

Mr. Little advised the Board that the state moneys already were distributed. He reminded the Board that they typically receive two checks of which the first was already received. He further reiterated the fashion in which the disbursement is made. The distribution is capped at 6% of payroll, everything above 6% of payroll get's sent to the State for them to send to the Firefighters Educational Trust Fund. The Firefighter's Educational Trust Fund takes the amount they need and sends back the remaining amount to the City and then the City determines the amount that goes back to the fund.

He reported that this year to date the fund has received approximately \$557,000 of the \$618,000.00 allocation. He will continue to keep the board updated.

This concluded the Actuary's report.

MINUTES

The Chairman asked if anyone had any questions regarding the minutes of the meeting held on July 12, 2021,

A motion made by Trustee Young seconded by Trustee Hill to approve the minutes of the meeting held on July 12, 2021 motion passed unanimously.

INVESTMENT

Mr. Chambers introduced Mr. Milton Williams and thanked him for joining in on the meeting. He advised Mr. Williams that the Board has been patiently waiting for the liquidation and would like him to advise the Trustees what's left in the Side Pocket Vehicle (SPV), where the liquidity is going to come from and what are sort of the prospects to wind it down? Mr. Williams asked Mr. John Champagne to respond since he has been more involved in the process.

Mr. John Champagne responded that the liquidity is looking pretty strong. He explained that the fund's exposure has three assets, Cerberus, Harbinger and the third King Streets. He reported that when a distribution was made and the fund wound down, they were left holding balances longer dated illiquid type investments. He added that this portfolios largest piece is in service bonds which has now and solely the entire position is the public equity of Albertsons. Albertson's equity is up over 100% for the year, it was up 45% in August. He advised the Board that for the next quarter they will see a very significant increase in the NAV.

Mr. Chambers asked Mr. Williams what is the timeframe left, he responded that is hard to tell as their position is that they hold a decent piece of the business, they don't want to sell it all and have a drastic market impact from their trading. They are going to sell it however in a fashion where they are not severely impacting the price of this stock, he believes this may occur with in the next 12 months or with a more opportunistic view that it can happen in the next quarter.

Mr. Chambers expressed that he feels this information is good news because as Cerberus becomes more liquid and decides when they want to do more selling, the fund will get its pro rata shares and that he is aware of there is no litigation which seems to be going in the right direction. Mr. Williams agreed.

Mr. Chambers asked for a status on the Harbinger investment piece. Mr. Williams responded that this fund is invested 5% or less and this fund still held up at the federal regulatory level. The positive outlook on this fund is that the 5G spectrum has been approved by the FTC and is now waiting for approval from the Department of Defense.

Mr. Chambers asked Mr. Williams for a status on the real estate Mr. Williams responded that the real estate is a small piece of the fund's exposure and they are actually going to sell that portion of the portfolio and the fund will receive a distribution by the end of the year.

Mr. Chambers asked for a status on the piece in Macau, Mr. Williams responded that piece has been written off to zero. Unfortunately terrible timing because the government basically banned the ownership of foreign entities.

Mr. Chambers asked Mr. Williams if he agrees that it looks like the fund may get all of their money back in the next six to 12 months and then an ongoing residua. Mr. Williams agreed.

The Chairman asked Mr. Williams and Mr. Champagne if they would provide this report in writing so as to have it documented for the minutes. Mr. Champagne agreed to have a report sent within a few weeks.

The Chairman asked why can't the fund get out of these equities. Mr. Williams responded that they do not own those equities, they are owned by Cerberus and therefore they do not have the authority or ability to distribute the assets. Mr. Chambers added that Cerberus has a fiduciary duty

to all of the investors, they have to treat all the investors, with the same level. Therefore, carving a piece off for one of its investors is not allowable.

Mr. Williams explained Cerberus position and added that they have been trying to do everything in their power to provide as much liquidity and push this timing along as quickly as they can. He further added that they inherited this situation from Collins, and have been trying to work as diligently as possible. They understand everybody wants to resolve the situation as quickly as possible.

The Chairman asked if they knew how is Cerberus going to make their decision, Mr. Williams responded that Cerberus is in the business of cleaning these companies up as they ultimately want to get their capital back.

The Chairman thanked Mr. Williams and Mr. Champagne for the information provided.

The Chairman asked Mr. Chambers if the Board has any recourse in getting the money from the Albertson's investment sooner than later.

Mr. Chambers responded that the remaining balance is approximately 4% of the assets vs., 30% when initially started. So overtime is becoming less and less of a factor on the overall outcome. Mr. Chambers expressed that he is very confident the fund will get the Albertson's fund within the next 12 months. The good news is that Albertson is a growing well managed entity, the stock is up 45% and the fund is getting quarterly distributions.

Mr. Chambers advised the Board that he has two recommendations for the Board today. The first recommendation is to allocate \$3MM to TA Realty which is one of the three private real estate firms to get back to the investment target of 15%. This amount will come from the fixed income. Mr. Chambers added that the fund would be in a queue, and the capital call will most likely take place in the beginning of next year, January 2022. However, it is his understanding that if the commitment is made now and the addendum is executed they will collect the money next year and will be grandfathered in at the .7% basis point.

Ms. Levy advised the Board that in anticipation of this recommendation she received the amendment and is working with their attorneys regarding a provision in the amendment. Mr. Chambers asked when she thought this would be resolved, she responded as soon as their attorney's respond to her request and agree with her observations.

A motion made by Trustee Hill seconded by Trustee Weech to accept the investment consultant's recommendation a stated above motion passed unanimously.

The next recommendation is to take approximately \$2MM from Garcia Hamilton and invest in to the Index Fidelity US Bond product.

A motion made by Trustee Young seconded by Trustee Weech to accept the investment consultant's recommendation as stated above motion passed unanimously.

At this time Mr. Chambers asked Mr. Falcon if he could inform the Board the situation with Fifth Third and the signing of letters of direction. Mr. Falcon responded that there are two things Fifth Third is now requiring, on trade ticket requests, the request has to come from the Chairman's email or if that cannot be done, they will need to do a telephone call return or verification. He added that the callback recording verification is consistent practice with other custodian's for

example Salem, Fiduciary Trust. Mr. Falcon suggested to avoid potential issues as these are time sensitive matters to obtain an official policy from Fifth Third as to the procedures to follow.

At this time Mr. Chambers gave a brief overview of the Deerfield Beach Municipal Firefighters Pension Trust Fund Investment Performance Period Ending June 30, 2021.

Following are a few highlights of the Investment Summary Report:

The Trust earned \$8.4 million or +5.6% net ranking in the top 26th percentile for the quarter.

For the one year, the Trust earned \$38.2 million or +32.0% net.

For the three-year, the Trust earned \$48.5 million or +13.5% gross.

For the five year, the Fund earned \$65.4 million, on average, +12.1% gross, and ranked in the top 17th percentile.

He reported that the portfolio for the one year ranked in the top seven outperforming their peers by 93%.

Mr. Chambers in his presentation illustrated the Boards actions in the months of May through August and the third quarter.

Mr. Chambers advised the Board that while he was in New York during the 911 20 year mark he visited Collins Capital for a site visit. He thanked the Board and all the service providers for working with him in his efforts to obtain the very positive results the portfolio has attained.

The Trustees thanked Mr. Chambers for all his efforts in achieving these very positive results.

This concluded the investment report.

OLD BUSINESS

Trustee Young advised the Board that he has been contacted by some of the members saying they're not getting the meeting information ahead of time in order to attend. The Chairman asked Mr. Falcon to confirm whether or not he has the email addresses of the members who would like to receive meeting notices. Mr. Falcon confirmed that he does have the email information from those members who responded and will check to see if the bulk email experienced interruption in getting the notice to the members and would report back to the Board at the next meeting.

The Chairman asked this subject matter be placed on the next meeting agenda.

PUBLIC FORUM

None

NEW BUSINESS

None

ATTORNEY'S REPORT

Ms. Levy advised the Board that she did not have anything specific to report to the Board today.

This concluded the attorneys' report.

ADMINISTRATOR

The first item on the Administrator's report was the nomination to fill the 5th member position that would expire in December 2021.

A motion made by Trustee Hill seconded by trustee Young to nominate Trustee Weech to continue to fill 5th member position on the Board motion passed unanimously.

Mr. Falcon asked the Board to review the disbursements prepared for City of Deerfield Beach Firefighters Pension Fund Disbursements Ratifications for the period of 7/1/2021 through 9/22/2021 for \$243,764.09.

The Chairman expressed frustration regarding the invoice received covering a period of almost a year and a half. He advised Mr. Little that while this Board is happy with the actuarial work his firm does for this Board, in terms of invoices he reminded Mr. Little that in the past the Board has asked him to submit their invoices periodically rather than yearly as it contains a lot of detailed information to review which makes it challenging and time consuming.

Mr. Little advised the Board that he did have a conversation with Ms. Freiman and this invoice did take longer to produce than normal. He offered to produce invoices semi-annually. The Chairman advised Mr. Little that he would prefer receiving invoices quarterly. Trustee Young expressed the same sentiment as the Chairman. Mr. Little advised the Board that he would have a discussion with Ms. Freiman and invoices will be produced quarterly.

A motion made by Trustee Young seconded by Trustee Campbell to approve the City of Deerfield Beach Firefighters Pension Fund Disbursements Ratifications for the period 7/1/2021-9/22/2021 for the amount of \$243,764.09 motion passed unanimously.

This concluded the Administrator's report.

ADJOURN

The Chairman thanked all for their efforts in keeping the Plan on track however, he expressed that there are areas where improvement is needed specially on items that required action and action is not taken or overlooked.

The Board scheduled the next regular pension meeting for **December 6, 2021 @ 8:15 A.M.**

There being no further business to discuss,

A motion made by Trustee Young seconded by Trustee Campbell and unanimously passed to adjourn the meeting at 9:46.

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, January 24, 2022
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

Chairman Denise Bryan
Vice Chair Laurence Gore (Arrived at 6:38 PM)
Commissioner Scott Loesel
Commissioner Hank Sarkis
Commissioner Tyler Chappell (via zoom)
Commissioner Mohamed "Mo" Tarifi
Commissioner Randy Strauss (via zoom)
Commissioner Robert O'Neill

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota Helfman
Cole & Bierman, P.L.
Captain Woodworth R. Draughon III
Assistant Captain, Alexander Cuevas
Paul Jenner, PJ Techtronics, Inc.
Kimberly Longo, District Secretary

QUORUM PRESENT: The Secretary called the roll and established a quorum for the regular meeting. The meeting was called to order by Chair Bryan at 6:30 P.M.

APPROVAL OF MINUTES: A Motion to approve the November 15, 2021 Regular Meeting Minutes was made by Commissioner Sarkis and seconded by Commissioner Loesel.

Chair Bryan	Yes
Commissioner Loesel	Yes
Commissioner Sarkis	Yes
Commissioner Chappell	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes

The Motion to approve the Regular Meeting Minutes was approved unanimously. (7-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Commissioner O'Neill and seconded by Commissioner Loesel for approval of all outstanding bills in the amount of \$143,319.07. The bills were reviewed and discussed in detail.

Chair Bryan	Yes
Commissioner Loesel	Yes
Commissioner Sarkis	Yes
Commissioner Chappell	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes

Commissioner O'Neill Yes

The motion to approve the outstanding bills was approved unanimously. (7-0)

APPROVAL OF CURRENT MONTH'S EXPENSES: Motion was made by Commissioner Sarkis and seconded by Commissioner O'Neill to approve current month's expenses of approximately \$40,000.00.

Chair Bryan	Yes
Commissioner Loesel	Yes
Commissioner Sarkis	Yes
Commissioner Chappell	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes

The motion to approve current month's expenses was approved unanimously. (7-0)

DREDGE LOG: Captain Draughon presented the Inlet depth chart, which depicted eight (8') feet controlling depth seaward and eleven (11') feet controlling depth shoreward. There was 52 hours of dredging time, resulting in about 23,400 yd³ of sand bypassed to Pompano Beach.

INLET STATUS REPORT: Captain Draughon advised the Board that the crew performed general maintenance. Captain Draughon also advised that the crew also performed the following:

1. Maintenance work on Inlet I and Inlet II;
2. The crew chipped and painted the deck on Inlet II;
3. The crew replaced some stainless steel pipes that carry the hydraulic oil to the winches;
4. The crew replaced the boom pulleys on Inlet I and Inlet II;
5. The crew performed maintenance work on the boats; and
6. The crew installed rubber protection for the ropes with all the wind and waves that we have had.

Chair Bryan asked how the dock replacement and pilings were going. Captain Draughon stated they are good and that the crew put some plastic covers on the pilings so they should last.

Commissioner O'Neill asked Captain Draughon if they are keeping a log of time spent on the Coast Guard Beach relating to the bulldozer time. Commissioner O'Neill recommended that in the future to keep a log to justify to the Coast Guard the time spent on maintaining the beach.

PUBLIC COMMENTS: Chair Bryan asked if there were any public comments. No public comments were made.

NEW BUSINESS:

RATIFICATION OF PROPOSAL FROM PJ TECHTRONICS, INC. – EMAIL ACCOUNTS AND CLOUD BASED STORAGE: Attorney Tolces advised the Board that it came to his attention as a result of having to input information for the annual Financial Disclosure requirements for the Commissioners that the Florida law had changed and is now requiring each of the Commissioners to have a government issued e-mail address. In order to do that, the District needs to set up some type of email server, email accounts and put it up in the cloud and to make it relatively simple for the Commissioners as well as for legal counsel, District's accountant and District Secretary so that the District can properly maintain e-mails and make sure the District is complying with state law. Attorney Tolces asked District Accountant Andrews if he could locate some consultants who might be able to help and District Accountant Andrews recommended Paul Jenner with PJ Techtronics, Inc. who was able to assist. Attorney Tolces advised that he reached out to the Commissioners a few weeks ago to advise them that the District needs to get the work started before this meeting and what the costs were associated with the work. The total amount of the invoice is \$3,900.00 which includes migrating all the existing e-mails that District Secretary has, setting up e-mails for all the Commissioners and sinking up with our existing website. The monthly fee is \$120.00 per month to maintain the account. District Accountant Andrews confirmed that the District has the money to set everything up and pay the monthly amount.

Motion was made by Commissioner O'Neill and seconded by Vice Chair Gore to ratify and accept the proposal from PJ Techtronics, Inc. in the amount of \$3,900.00 and \$120.00 monthly fee to maintain the account.

Chair Bryan	Yes
Vice Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Sarkis	Yes
Commissioner Chappell	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes

Paul Jenner answered questions that the Commissioners had relative to their new e-mail addresses, accounts and set up.

The motion to approve to ratify and accept the proposal from PJ Techtronics, Inc. in the amount of \$3,900.00 and \$120.00 monthly fee to maintain the account was approved unanimously. (8-0)

OLD BUSINESS:

Chair Bryan asked that the agenda be amended to include discussion relating to the elbow barge to go out for RFP for work that needs to be done in the amount of \$120,000.00. Chair Bryan asked Captain Draughton and Assistant Captain to obtain the specifications needed for the wenches and the engine and also obtain a trade-in value for what the District has currently.

The Board discussed where to advertise the publication. Chair Bryan stated it could be published in the Boats and Harbors, Sun-Sentinel or World Dredging.com.

Motion was made by Commissioner O'Neill and seconded by Commissioner Loesel to amend the agenda to have an RFP for the elbow barge.

The motion to amend the agenda to include discussion relating to the elbow barge to go out for RFP for work that needs to be done in the amount of \$120,000.00 was approved unanimously. (8-0)

COMMISSIONER COMMENTS: Commissioner Sarkis asked if the coral issue is disposed of by Broward County.

GENERAL COUNSEL COMMENTS: Attorney Tolces explained the resolution of the District's coral mitigation program in association with the construction of the south jetty. Based upon the current conditions and survivability and the evaluation by FDEP and the ACOE, Broward County concluded that the District has done enough and no longer under further obligation after two years of performing surveys of corals that were relocated.

Captain Draughon advised the Board that the Inlet II needs to be dry docked. He advised that he will bring back in February with price plan and budget.

Motion was made by Commissioner O'Neill to adjourn the meeting and seconded by Commissioner Sarkis. The meeting was adjourned at 7:03 PM by Chair Bryan.

Respectfully submitted,

Kimberly Longo, District Secretary

DEERFIELD BEACH POLICE PENSION FUND
MINUTES OF MEETING
November 1, 2021

The virtual meeting was called to order at 9:00 A.M. at. Those persons present were:

TRUSTEES

Richard Giuffreda
 Andy Gianino
 Robert Schnakenberg
 Perry Victor
 Robert Amata

OTHERS PRESENT

Adam Levinson, Board Attorney
 Amanda Kish, Administrator
 Dave West, Investment Monitor
 Doug Lozen, Foster, and Foster
 Karen Russo, Salem Trust

PUBLIC COMMENTS

There were no public comments.

MINUTES

The Board reviewed the minutes of the meetings of September 2, 2021.

A motion was made, seconded, and carried 5-0 to approve minutes of the meetings of September 2, 2021.

INVESTMENT MONITOR REPORT

Mr. West reviewed the market environment for the quarter ending September 30, 2021. He reviewed the performance through the quarter ending September 30, 2021. The asset allocation as of September 30, 2021, was 44.1% in domestic equities; 15.7% in international equities; 24.0 % in fixed income; 14.1% in real estate; and 2.1% in cash. The total Fund was up 0.48% net of fees for the quarter ending September 30, 2021, while the benchmark was up 0.62%. The plan was in the 6th percentile. Mr. West informed the Board that the fiscal year to date was up 26.83% ranking in 1st percentile. He continued to review the report. The total equity portfolio was up -0.56% while the benchmark was down -0.82%. The total domestic equity portfolio was down -0.21 % while the Russell 3000 was down -0.10%. The total international equity portfolio was down -1.55% while the benchmark was down -2.99%. The total fixed income portfolio was up 0.49% while the benchmark was up 0.48%. The total real estate portfolio was up 5.82% while the NCREIF was up 6.95%.

Mr. West presented revised investment policy. He reviewed the policy with the Board. The Board held a discussion regarding the investment policy.

A motion was made, seconded, and carried 5-0 to approve the Investment Policy Statement.

Mr. West presented the revised Addendum for Garcia Hamilton and Associates. Mr. West reviewed the addendum with the Board.

A motion was made, seconded, and carried 5-0 to approve Addendum for Garcia Hamilton and Associates.

ACTUARY REPORT:

Mr. Lozen presented special actuarial analysis for a monthly supplemental of \$200 or \$250. Mr. Lozen reviewed the supplemental monthly benefit scenarios. The City's funding requirement during the fiscal 2022 has a slight increase. The increase is due to amount that would be payable for the \$250.00 supplemental benefit. The supplemental benefit is largely covered by the investment return for 2021. Mr. Lozen informed the Board that the City's contribution will decrease 1.87 million during fiscal year 2025-2029. Mr. Lozen continued to review the analysis. The Board held a discussion regarding the analysis. Mr. Levinson suggested drafting an ordinance regarding the supplemental benefit. He recommended presenting the ordinance to the commission or having a discussion regarding the monthly supplemental.

CUSTODIAL REPORT:

Mrs. Russo thanked the Board for allowing her to attend the meeting. She provided a Salem Trust update. The Board will need to update the authorized signor card. The Board will need to update the authorized custodian access.

ADMINISTRATOR REPORT

The Board was presented with a list of disbursements.

A motion was made, seconded, and carried 5-0 to approve the listed disbursements.

ATTORNEY REPORT

OTHER BUSINESS

The Board discussed a health insurance supplement benefit. The plan attorney recommended coming back to the meeting with additional information

Respectfully submitted,

Andrew Gianino, Secretary



City Commission Meeting - March 15, 2022

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, March 15, 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 15, 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 15, 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 15, 2022.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/84572900295?pwd=aHZ4VTVIS2ZRT29tdGtFL0Q4QzEzZz09>
 - 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 7290 0295#, Participant ID: #, Passcode: 358340#

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 15, 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. 2022-1108

Agenda Date: 3/15/2022

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Anthony Pelt and Tony Guadagnino as Commissioners of the Deerfield Beach Housing Authority; and providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Deerfield Beach Housing Authority ("DBHA") was created pursuant to Section 421.04, Florida Statutes. Pursuant to Section 421.05, Florida Statutes, the Mayor, with approval of the City Commission, shall appoint no fewer than five persons and no more than seven persons as commissioners of the DBHA for four-year terms each.

Current Activity

Anthony Pelt and Tony Guadagnino have both expressed interest in continuing to serve on the Deerfield Beach Housing Authority and have been nominated by Mayor Ganz. Upon reappointment, the board will consist of five members.

Recommendation

Approval is recommended.

RESOLUTION NO. 2022/

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA,
REAPPOINTING ANTHONY PELT AND TONY
GUADAGNINO AS COMMISSIONERS OF THE
DEERFIELD BEACH HOUSING AUTHORITY; AND
PROVIDING AN EFFECTIVE DATE**

WHEREAS, the Deerfield Beach Housing Authority (“DBHA”) was created pursuant to Section 421.04, Florida Statutes; and

WHEREAS, pursuant to Section 421.05, Florida Statutes, the Mayor, with approval of the City Commission, shall appoint no fewer than five persons and no more than seven persons as commissioners of the DBHA for four-year terms each; and

WHEREAS, Anthony Pelt and Tony Guadagnino have expressed interest in continuing to serve on the DBHA; and

WHEREAS, the Mayor has proposed the reappointment of Anthony Pelt and Tony Guadagnino as Commissioners of the DBHA; and

WHEREAS, pursuant to Section 421.05, Florida Statutes, City Commission approval of the reappointment is required.

**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. Anthony Pelt and Tony Guadagnino are hereby reappointed to the DBHA for four-year terms ending on April 20, 2026.

Section 3. Anthony Pelt and Tony Guadagnino shall serve without compensation and are required to file a financial disclosure statement in accordance with State Statutes.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: 2/11/22

The attached application from Anthony Pelt for the

Housing Authority Board

has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

☒ Regular Member

☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.



Signature:

Date: 2.15.22

Appointing
Elected Official:

☒ Mayor Bill Ganz

☐ Vice Mayor Ben Preston

☐ Commissioner Michael Hudak

☐ Commissioner Bernie Parness

☐ Commissioner Todd Drosky

Please return to City Administration for processing.



**CITY OF DEERFIELD BEACH
RECEIVED**

FEB 11 2022

CITY CLERK'S OFFICE

January 25, 2022

Anthony T. Pelt
10647 NW 7th Place
Coral Springs, FL 33071

RE: Housing Authority Board

Dear Mr. Pelt:

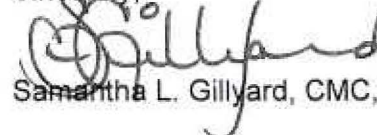
Your current term on the **Housing Authority Board** of the City of Deerfield Beach expires on April 20, 2022. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

Whether or not you desire to continue to serve on the Housing Authority Board, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Irrespective of your decision, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents and also recognize the sacrifices of your time and efforts in contributing to the success of the board.

Should you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,

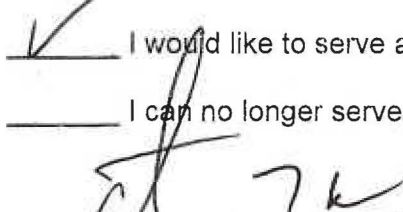

Samantha L. Gillyard, CMC, City Clerk

SLG/tb

Please return the letter with your reply to the City Clerk's office by March 1, 2022. A self-addressed envelope is enclosed for your convenience.

☒ I would like to serve another term on the Housing Authority.

☐ I can no longer serve.


Anthony T. Pelt, Regular Member (sign here)



Nominating Form

Application for Appointment to Board or Committee

Date: 2/16/22

The attached application from Tony Guadagnino for the Housing Authority Board has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☒ Regular Member
☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

 3/1/22

Signature:

Date:

Appointing
Elected Official:

- ☒ Mayor Bill Ganz
☐ Vice Mayor Ben Preston
☐ Commissioner Michael Hudak
☐ Commissioner Bernie Parness
☐ Commissioner Todd Drosky

Please return to City Administration for processing.



CITY OF DEERFIELD BEACH
RECEIVED

FEB 16 2022

CITY CLERK'S OFFICE

February 9, 2022

Pastor Tony Guadagnino
2053 SW 17th Drive
Deerfield Beach, FL 33442

RE: Housing Authority Board

Dear Mr. Guadagnino:

Your current term on the **Housing Authority Board** of the City of Deerfield Beach expires on April 20, 2022. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

Whether or not you desire to continue to serve on the Housing Authority Board, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Irrespective of your decision, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents and also recognize the sacrifices of your time and efforts in contributing to the success of the board.

Should you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,

Samantha L. Gillyard, CMC, City Clerk

SLG/tb

Please return the letter with your reply to the City Clerk's office by March 1, 2022. A self-addressed envelope is enclosed for your convenience.

☒ I would like to serve another term on the Housing Authority.

☐ I can no longer serve.

Pastor Tony Guadagnino, Regular Member (sign here)



HOUSING AUTHORITY

Creating Authority:

Resolution No. C-1698 (F.S. 421.04)

Method of Appointment:

Resolution of Commission as of June 23, 1980
All Terms for four (4) years each.

Financial Disclosure:

Required

Compensation:

None

Liaison:

Jasmine Privott, Interim Executive Director (954) 428-0678, *102#

Meeting Dates:

3rd Wednesday

Functions and Responsibilities:

According to Florida Statutes.

Name	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT			Reynolds			12/04/22
Anthony T. Pelt	10647 NW 7 th Place Coral Springs, FL 33071	282-8291(H) 775-4667(C)	Self	2018/060	05/01/18	04/20/22
Diane Chisholm	375 NW 7 th Court Deerfield Beach, FL 33441	263-1624	Self	2021/055	04/20/21	09/30/24
VACANT			Mitchell			12/03/25
Pastor Tony Guadagnino	2053 SW 17th Drive Deerfield Beach, FL 33442	673-7769 (C)	Self	2018/060	05/01/18	04/20/22
Annette Mitchell	235 SW 3 rd Court Deerfield Beach, FL 33441	754-422-9698 754-367-3848	Gayle	2022/020	02/15/22	04/20/23
Gail Battle	633 NW 3 rd Way Deerfield Beach, FL 33441	573-3175 (C)	NEW	2019/103	08/06/19	08/06/23



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1135

Agenda Date: 3/15/2022

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, confirming Lee Magnuson as a member of the Non-Uniformed Employees Retirement Plan Committee; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

At the request of the Non-Uniformed Pension Retirement Committee, an election was scheduled for March 16, 2022 for one vacancy. The registration period was held from February 17, 2022 - February 28, 2022. Only one application was received, which was from the incumbent, Lee Magnuson. His term is set to expire on April 17, 2022. Upon adoption of this resolution, Mr. Magnuson will be reappointed to serve until April 17, 2026.

Additionally, the board is comprised of 5 members, with one vacancy for a board appointment.

Recommendation

As part of the City Commission's ministerial duty, staff requests approval of the resolution.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, CONFIRMING LEE MAGNUSON AS A MEMBER OF THE NON-UNIFORMED EMPLOYEES RETIREMENT PLAN COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in accordance with Section 54-161 of the City Code, the Non-Uniformed Employees Retirement Plan Committee (the “Committee”) is comprised of five members: two members are appointed by the City Commission, two plan participants are elected by non-uniformed employees of the plan participants, and the fifth member is chosen by the majority of the four other Committee members, with all appointees serving a four year term; and

WHEREAS, there is a vacancy on the Committee for an elected member; and

WHEREAS, Section 54-162 of the City Code provides procedures for filling vacancies on the Committee, and requires an election be held to fill employee representative vacancies; and

WHEREAS, during the registration period of February 17, 2022 through February 28, 2022 for the election, the City Clerk’s Office accepted applications for the vacancy; and

WHEREAS, during that period, only one application was received; therefore, the Committee candidate, Lee Magnuson was unopposed.

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. Lee Magnuson is hereby confirmed as a member of the Non-Uniformed Employees Retirement Plan Committee for a term commencing on April 17, 2022 and ending on April 17, 2026.

Section 3. Lee Magnuson shall serve without compensation and is required to file a financial disclosure statement in accordance with State Statutes.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Deerfield Beach Non-Uniformed Pension Board

Are you willing to be considered for an alternate Board or Committee Yes ☐ No ☐

Name Lee Magnuson Jr.

Address 220 S.E. 10 Ct.

City Deerfield Beach State FL Zip 33441

I reside in District # (can be found on back of your Voter Registration Card)

Year Round Resident? Yes ☒ No ☐

If No, how what months are you away?

Home Phone 954 427-4790 Work/Mobile Phone

E-mail jrgirls@bellsouth.net

Employer N/A retired

Address Deerfield Beach Municipality

Occupation (if retired, please indicate and list former occupation) Deerfield Beach Ocean Rescue Captain

Please list any governmental Advisory Boards or Committees on which you currently serve:

Deerfield Beach Non-Uniformed Pension Board

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas
Deerfield Beach High School var CEU credits
Professional: Certification(s)
EMT, First Responder, Instructor C.P.R. First Aid
Knowledge: Training, interest or experience
Pension Board Trustee, Chairman current
Community Involvement: List organizations/positions
Community Christian Church
Organizations: Memberships

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature Lee Magnuson Jr Date 2/24/2022

Print Name Lee Magnuson Jr

Return completed application to:
 City Clerk's Office
 150 NE 2nd Avenue, Deerfield Beach, FL 33441
 Phone: 954-480-4213
 Website: www.deerfield-beach.com

Fax: 954-480-4323
 E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



NOTICE OF ELECTION
NON-UNIFORMED RETIREMENT
PENSION BOARD

YOU ARE HEREBY NOTIFIED that the period to register for the Non-Uniformed Retirement Pension Board election has expired.

Currently, there is one (1) position available for election; whereby, only one (1) application was received during the registration period of February 17, 2022 - February 28, 2022. Therefore, the following candidate was unopposed and will be appointed to the Non-Uniformed Retirement Pension Board.

Lee Magnuson

NO ELECTION WILL BE HELD FOR THIS BOARD

Should you have any questions, please feel free to contact the City Clerk's Office.

CITY OF DEERFIELD BEACH, FLORIDA
BY: SAMANTHA GILLYARD, CMC, CITY CLERK



NON-UNIFORMED MUNICIPAL EMPLOYEE RETIREMENT COMMITTEE

Creating Authority:

Ordinance No. 894
 Amended by Ordinance No. 1079
 Amended by Ordinance No. 1989/031
 Amended by Ordinance No. 2011/015
 Amended by Ordinance No. 2013/012

Method of Appointment:

Two (2) Resident Members - Resolution of Commission for Terms of Four (4) Years
 Two Employees - Elected by Non-Uniformed Employees for Terms of Four (4) Years
 Fifth Member - Chosen by Above Principals for a Term of Four (4) Years

**Ordinance No. 2013/012 - extended terms from two (2) years to four (4) years
 for elected and appointed members. (April 16, 2013)

Financial Disclosure:

Required

Compensation:

None

Liaison:

Livia Giuliani, Benefits USA (954) 730-2068 or livia@benefits-usa.org

Meeting Dates:

2nd Monday, quarterly

Board Attorney:

Robert Sugarman / Pedro Herrera 305-529-2801

Functions and Responsibilities:

To administer the funds of employees and City contributions in accord with sound actuarial principals.

Name	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
David Rolwing (Commission)	318 Deer Creek Run Deerfield Beach, FL 33442	698-6724	SELF	2020/157	11/10/20	11/09/24
Valerie Hackett (Commission)	800 SE 20 th Avenue, Apt #904, Deerfield Beach, FL 33441	954-536-1877 (h) 954-536-1877 (c)	PATTERSON	2021/062	04/20/21	11/09/24
VACANT (Board Members)	Deerfield Beach, FL 33442		NEW			
Lee Magnuson (Employee)	220 S.E. 10 th CT Deerfield Beach, FL 33441	427-4790	ADAMS	2018/056	04/17/18	04/17/22
Najaim Musto (Employee)	856 NW 6th Drive Boca Raton, FL 33486	561-542-4594	SELF	2021176	12/07/21	09/30/25



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1122

Agenda Date: 3/15/2022

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, authorizing submission of a 2022 Community Challenge Grant Application to the American Association of Retired Persons ("AARP") to fund an intergenerational garden at the Teen Center; authorizing acceptance of the grant funds and execution of a Grant Agreement with the AARP, if awarded; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The American Association of Retired Persons ("AARP") Community Challenge Grant Program (the "Program") is a national program whose goal is to create *Livable Communities* for persons over 50 years of age. The Program funds projects that help communities become more livable for all, including opportunities for residents (persons 50+) to participate in civic and community life.

The 2022 AARP Community Challenge Grant application cycle opened on January 25, 2022 and closes on March 22, 2022.

Current Activity

The City would like to apply for a 2022 AARP Community Challenge Grant (the "Grant") to install a garden at the Teen Center for intergenerational use for teens and seniors (the "Project"). The garden will offer an outdoor space to grow low-cost fruits, vegetables, and herbs in alignment with nutrition-based programs offered at the Teen Center. The garden promotes a healthy lifestyle, physical activity, and social engagement between teens and seniors at the City's Center for Active Aging, who will help plant and maintain the garden. It also supports mental and emotional well-being as it can be a relaxing activity.

The Project's scope of work will involve constructing and painting raised beds, installing irrigation and benches, and planting edible plants and trees along with flowers. ADA compliance will be incorporated into the garden layout. The City intends to utilize volunteers and staff within the Parks & Recreation Department to install the garden. The estimated Project cost is \$25,000. The Grant does not require matching funds.

The City is currently developing the application to meet the March 22, 2022 due date.

Recommendation

It is recommended that the City Commission authorize submission of an application to the AARP Community Challenge Grant Program to install an intergenerational garden at the Teen Center for the estimated amount of \$25,000 and execution of the grant agreement, if awarded.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING SUBMISSION OF A 2022 COMMUNITY CHALLENGE GRANT APPLICATION TO THE AMERICAN ASSOCIATION OF RETIRED PERSONS (“AARP”) TO FUND AN INTERGENERATIONAL GARDEN AT THE TEEN CENTER; AUTHORIZING ACCEPTANCE OF THE GRANT FUNDS AND EXECUTION OF A GRANT AGREEMENT WITH THE AARP, IF AWARDED; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the American Association of Retired Persons (“AARP”) Community Challenge Grant Program (the “Program”) is a national program whose goal is to create *Livable Communities* for persons over 50 years of age; and

WHEREAS, the Program funds projects that help communities become more livable for all, including opportunities for residents (persons 50+) to participate in civic and community life; and

WHEREAS, the City would like to apply for a 2022 AARP Community Challenge Grant (the “Grant”) to install a garden at the Teen Center for intergenerational use for teens and seniors (the “Project”); and

WHEREAS, the estimated construction cost of the Project is \$25,000; and

WHEREAS, City Staff is preparing a Grant application (the “Grant Application”) to be submitted to the AARP for \$25,000 in grant funds for the Project; and

WHEREAS, the City Commission deems it to be in the best interests of the City to authorize the submission of the Grant Application to the AARP, and, if the Grant is awarded, authorize acceptance of the Grant and execution of a Program grant agreement with the AARP.

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 submission of the Grant Application to the AARP requesting \$25,000 in Grant funds for the Project. The City Manager is authorized to sign and submit the application.

Section 3. If the Grant is awarded to the City for the Project, the City Commission hereby authorizes acceptance of the Grant funds from the AARP, and authorizes the Mayor and

City Manager to execute the applicable Grant agreement with the AARP, subject to the terms of the Grant agreement being acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The City Clerk is hereby directed to transmit a copy of this Resolution to the AARP.

Section 5. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-12

Agenda Date: 3/15/2022

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 Government Services Group, Inc. for American Rescue Plan Act Grant Management Services in an amount not to exceed \$191,000 for Phase II of the services, utilizing the State of Florida, Department of Management Services State Term Contract #80101500-20-1; providing for execution and an effective date. (Funds from Account #186-8000-554-32-99 - 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 \$191,000

Account Name: 186-8000-554-32-99

Account Number: Other Contractual Services

Background/History

The American Rescue Plan Act of 2021 ("ARPA"), also called the COVID-19 Stimulus Package or American Rescue Plan ("ARP"), is a \$1.9 trillion economic stimulus bill signed into law on March 11, 2021. The Act established the Coronavirus State Fiscal Recovery Funds and Local Fiscal Recovery Funds ("SLFR Funds"), which provide support to state, territorial, local and tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses. Statutory eligible uses of the funds must apply to one of the following categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such a recipient due to the COVID-19 public health emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

Eligible expenses must be incurred from March 3, 2021 through December 31, 2024, and expended by December 31, 2026. The City of Deerfield Beach has been allotted 16.28 million dollars in ARPA funding, which will be distributed by the U.S. Treasury in two installments. In June 2021, the City

received its first installment of 50% of the ARP allocation or \$8,142,442.50. The City is scheduled to receive its second installment, or the remaining 50%, no earlier than 12 months after the first payment date.

In May 2021, the City hired consultants, Government Services Group ("GSG"), utilizing the State of Florida, Department of Management Services State Term Contract 80101500-20-1, to provide a range of grant management related services including development of a needs assessment, eligibility determination, development of application and program requirements, monitoring, reporting, and compliance services.

Over the past few months, staff from departments citywide met to discuss and identify eligible projects. Proposed projects were identified based on the eligibility criteria, community impact, and long-term benefits. GSG played an integral role in the selection process by vetting the proposed projects and developing a spending plan that addresses community needs while mitigating risk and maximizing impact. In addition, GSG monitored the development of the regulations and their potential impacts on the projects and priority.

The City proposed 32 projects for ARPA funding. The projects will address eligible infrastructure needs, COVID-19 public health, and economic impacts and services to disproportionately impacted communities. The ARP Funds may be used for direct and indirect administrative expenses involved in administering the program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements.

In Phase I, GSG performed an initial risk-weighting of the proposed projects on allowability, risk, and impact of potential claw-back of funds based on the current funding guidelines outlined in the U.S. Treasury Interim Final Rule. The Final Rule from the U.S. Treasury has been issued and is effective on April 1, 2022. The proposed projects will be audited against the Final Rule to ensure continued project compliance and allowability.

The City may claim ARP funds-eligible costs incurred from March 3, 2021 through December 31, 2024. All City ARP expenditures must be expended by December 31, 2026.

Current Activity

GSG submitted a proposal for Phase II of grant management services for the American Rescue Plan Act. Phase II encompasses grant technical support, management, and reporting. Phase II will begin March 2022 and end by March 2027. The anticipated end date of Phase II is 90 days after the eligibility period so that GSG can submit final documentation and close out the ARP grant.

The cost for Phase I was an amount not to exceed \$57,000 and the cost for Phase II is an amount not exceed \$191,000, for a total amount not to exceed \$248,000.

Recommendation

It is recommended that the City Commission approve phase II of the GSG proposal to continue to administer the City's American Rescue Plan Act of 2021.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GOVERNMENT SERVICES GROUP, INC. FOR AMERICAN RESCUE PLAN ACT GRANT MANAGEMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$191,000 FOR PHASE II OF THE SERVICES, UTILIZING THE STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES STATE TERM CONTRACT #80101500-20-1; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, on March 11, 2021, the U.S. Government enacted the American Rescue Plan Act of 2021 (the “ARP Act”); and

WHEREAS, the City of Deerfield Beach has been allotted \$16.28 million in ARP Act funding (the “Funds”); and

WHEREAS, on May 4, 2021, the City entered into an agreement with consultants, Government Services Group, Inc. (“GSG”), utilizing the State of Florida, Department of Management Services State Term Contract 80101500-20-1 (the “State Contract”), to provide a range of ARP Act grant management related services including development of a needs assessment, eligibility determination, development of application and program requirements, monitoring, reporting, and compliance services (the “Services”); and

WHEREAS, GSG provided the City with a proposal to provide Phase I of the Services, to include development of a needs assessment plan by the categorical elements outlined in the ARP Act and a strategic road map to implement the plan (collectively, “Phase I”); and

WHEREAS, in June 2021, the City received its first installment of ARPA funding for \$8,142,442.5; and

WHEREAS, GSG has provided the City with a proposal for Phase II of the Services, to include grant technical support, management, and reporting (collectively, “Phase II”); and

WHEREAS, the City Code exempts from competitive solicitation requirements procurements utilizing contracts competitively solicited and awarded by other governmental agencies, such as the State Contract; and

WHEREAS, staff has confirmed that the State Contract is in effect; and

WHEREAS, staff recommends that the City Commission approve an agreement with GSG for the Phase II Services, attached as Exhibit “A,” utilizing the State Contract in an amount not to exceed \$191,000 (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 GSG, attached as Exhibit “A,” for the Phase II Services in an amount not to exceed \$191,000.

Section 3. The City Manager is authorized to execute the Agreement with GSG, attached as Exhibit “A”, together with such non-substantial changes as may be 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 **Government Services Group, Inc.**, a Florida corporation with its principal place of business located at 1500 Mahan Dr., Suite 250, Tallahassee, FL 32308 (the “**Contractor**”).

WITNESSETH

WHEREAS, on March 11, 2021, the U.S. Government enacted the American Rescue Plan Act of 2021 (the “ARP Act”); and

WHEREAS, the City of Deerfield Beach is eligible for funding and is anticipated to receive \$17.22 million (the “Funds”); and

WHEREAS, the City is seeking to contract with the Contractor to provide a range of grant management related services including development of a needs assessment, eligibility determination, development of application and program requirements, monitoring, reporting, and compliance services in relation to the ARP Act (collectively, the “Services”); and

WHEREAS, the Contractor has provided the City with a proposal to provide Phase I of the Services, to include development of a needs assessment plan by the categorical elements outlined in the ARP Act and a strategic road map to implement the plan (collectively, “Phase I”); and

WHEREAS, in June 2021, the City received its first installment of ARPA funding for \$8,142,442.5; and

WHEREAS, the Contractor has provided the City with a proposal for Phase II of the Services, attached as Exhibit “A,” to include grant technical support, management, and reporting (collectively, “Phase II”); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual agreement between the State of Florida, Department of Management Services and the Contractor, as set forth in the attached Request for Proposals No. 06-80101500-J and resulting State Term Contract 80101500-20-1, dated February 18, 2021 attached hereto and incorporated herein as Exhibit “B” (the “State Term Contract”); and

WHEREAS, the City’s Procurement Code provides authority for the City to select and contract with firms based on contracts that were awarded or authorized by other governmental agencies in conformance with Florida Statutes and that were procured pursuant to the procedure of such other governmental agency as an exemption from the City’s otherwise required competitive selection process; and

WHEREAS, on May 4, 2021, the City Commission adopted Resolution No. ____, approving a piggyback agreement with the Contractor for the Phase II Services in an amount not to exceed \$191,000 for Phase II of the Services.

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 end on August 31, 2024, unless terminated earlier as provided in the State Term Contract. This Agreement may be renewed for a renewal term not to exceed three years as provided for in the State Term Contract, provided the State Term Contract remains effective. If the State Term Contract expires or is terminated, this Agreement shall terminate six months after such expiration or termination of the State Term Contract.

Section 2. **Contract Terms.** The Contractor agrees to provide the Services, as provided in Contractor's Proposal, attached as Exhibit "A," on the same terms and in the same manner as set forth in the State Term Contract, attached as Exhibit "B," except as otherwise provided herein. All recitals, representations, and warranties of Contractor made by Contractor in the State Term 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 "Department" or the "State of Florida, Department of Management Services" are hereby replaced with the "City of Deerfield Beach."

Section 3. **Compensation.** The City shall compensate Contractor pursuant to the rates set forth in the State Term Contract for the Services performed, in an amount not to exceed \$191,000.

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 State Term 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: David G. Jahosky
Government Services Group, Inc.
1500 Mahan Drive, Suite 250
Tallahassee, FL 32308

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 State Term 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

GOVERNMENT SERVICES GROUP, INC.

WITNESS:

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Print Name: _____

_____ day of _____, 202__.

(Corporate Seal)

EXHIBIT “A”

PROPOSAL FROM GOVERNMENT SERVICES GROUP, INC.



PROPOSAL TO SERVE

**Grants Management Services for the American Rescue Plan Act:
Phase 2- Grants Technical Support, Management, and Reporting**

Submitted to the City of Deerfield Beach, Florida

February 28, 2022

**Corporate
Headquarters**

1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
T 850-681-3717 | F 850-224-7206
Toll-Free 866-896-4747

**Longwood
Office**

280 Wekiva Springs Road
Protegrity Plaza, Suite 2070
Longwood, Florida 32779
T 407-629-6900 | F 407-629-6963



GOVERNMENT SERVICES GROUP, INC.

WeServeGovernments.com

February 22, 2022

Mr. Jonathan Salas
City of Deerfield Beach
150 N.E. 2nd Ave.
Deerfield Beach, FL 33441

Re: American Rescue Plan Services

Dear Mr. Salas,

Government Services Group, Inc. (GSG) is pleased to submit our proposal to provide the City of Deerfield Beach (City) with Phase 2 of our American Rescue Plan Act (ARPA) Services. Over the past several months, our Team assisted the City in developing a plan to help Deerfield Beach “Revive, Recover, Renew”. Through this process we gained a deeper understanding of the needs of the City. We also built a strong working relationship with the City Administration, which will help streamline the implementation and reporting process over the next several years. Since 2020, our Team has assisted nearly ten counties in managing their respective CARES Act programs, and over 20 Cities and Counties in their ARPA initiatives. Collectively, these programs provided millions in federal funding to help our clients mitigate the effects of the pandemic. We are confident that we can provide exceptional services to the City of Deerfield Beach.

Our Team brings the right experience, qualifications, background, and philosophy in conducting this service for the City of Deerfield Beach. We have highlighted a few of the Team's prior accomplishments, including:

- Developing ARPA Needs Assessment Reports identifying spending priorities by U.S. Treasury expense category and geographic/census tract area, as well as aligning to locally adopted capital improvement programs,
- Grants Management of over \$25 million in CARES Act program funding to 10 Counties from June 2020 to February 2021,
- Strategies and roadmaps for driving improvements,
- Recommended and assisted in implementing program enhancements, program staffing needs, or service alternatives,
- Assisted hundreds of government policymakers and managers with improving their respective agency's management, organizational structure, and operations,
- Leveraged over 70 years of combined experience serving government clients and provided executive leadership with objectivity and insights to make informed decisions.



GOVERNMENT SERVICES GROUP, INC.

WeServeGovernments.com

Letter to the City of Deerfield Beach, Florida
Page 2

GSG has successfully delivered multiple projects to local governments since 1996. GSG is committed to providing high-quality services, meeting the project timeframe and deliverables, and working to exceed your expectations. We know the benefits of a successful project because we have delivered on our commitments to other government agencies. We will bring this approach and leverage our successful track record to the City.

GSG prides itself on being able to provide quality professional services in both an efficient and cost-effective manner. We ensure our clients are satisfied and that the services we deliver are on time and within the prescribed budget. We have the requisite knowledge and expertise to successfully complete the services outlined in our proposal and within the project timeframe.

GSG would like to extend our sincere appreciation for your consideration of our proposal. We look forward to working with the City. Should you have any questions or concerns, please do not hesitate to contact me at 407-383-9642 or via email at djahosky@govserv.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. G. Jahosky', is written over the printed name and title.

David G. Jahosky
Vice President



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Firm Qualifications

We structured our project team with our most experienced resources to provide the City with immediate access to the best possible technical expertise. We support our clients with expertise in eligibility determination, project management, appeals preparation, grant management, financial recovery, financial and project progress reporting, insurance reconciliation, grant monitoring and compliance, grant closure, and audit preparation, defense, and appeals. Primary Contact:

David G. Jahosky, Vice President
Government Services Group, Inc
1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
850-681-3717 Office
407-383-9642 Cell
djahosky@govserv.com
FEIN: 593419105

Government Services Group, Inc.

GSG has considerable experience in evaluating state and local government's unique and dynamic characteristics and providing options for reviewing and funding vital state and local government services. GSG develops tailored, solution-based strategies to successfully address our government clients' specific financial, operational, and governance problems.

GSG specializes in management support services in the areas of capital program management, utility operations, capital financing, bond issue compliance, contractual performance oversight, financial administration, full-service governmental accounting, utility customer service, billing services, and city and county property services. GSG has delivered high-value accounting services to local governments and served as the manager for multiple community development districts. We have tackled the successful transition of numerous troubled water and sewer utility systems to high-quality, modern, municipal-standard, customer-friendly operations on behalf of local government partners. GSG has designed and implemented innovative public service delivery alternatives and effective governance solutions with policymakers, public executives, and citizen stakeholders. Our work in capital project management and civic engagements has received state and national recognition. GSG has perfected its grant management capabilities, regulatory requirements, special assessments, and data management, offering deliverables tailored to each specific client's needs.

GSG's Team members have prepared hundreds of city, county, special district, and state cost optimization or recovery studies in the United States. GSG has advised government officials to interpret and use federal and state guidelines to identify efficiencies and increased cost recovery opportunities.

The GSG Advantage

- ✓ Proven Experience
- ✓ Value and Integrity
- ✓ Commitment to Quality
- ✓ Successful Track Record

GSG has worked with various agencies in the development and updating of their billing mechanisms. Aspects of engagements include assessing current operations to determine strengths and weaknesses, defining service offerings, determining appropriate allocation methodologies, developing utilization forecasts, and implementing planning. These studies recommend adjusting the rate or billing structures to recover the allowable costs within the framework of applicable local, state, and federal guidelines. GSG has produced federally compliant cost recovery plans using standard cost allocation principles based on total cost as well as Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Our Team's Diverse Experience and Differentiators

Our Team's diverse experience brings a full suite of complementary skills to the City. Our Team has worked together on multiple CARES Act projects. One of our main differentiators is that we bring a full suite of services to our clients. Whether it is assisting a client with eligibility determination, developing sub-recipient agreements, grants monitoring, reporting, or working with the City's external auditor on Single Audit compliance requests, we have provided these services to our clients.

Clients select us because we bring objectivity and insight to complex, real-world issues. We understand *public sector motives* and *private sector methods*. We bring leading practices and practical solutions to our clients. Our Team Members have a deep understanding and working experience in the public sector. Our Team includes those who have served in and for C-level executive financial management positions within State and local governments. Our highly experienced Team offers a unique perspective because we have worked in government and the private sector for large and small entities. Not only have we been in our client's shoes, but we have also been in their communities and neighborhoods.

Representative Project Experience

The following ongoing engagements demonstrate the extent of the Team's success in providing a variety of similar services to Florida governmental entities:

Nassau County, Florida

Prosperity Plan - Local Application of the American Rescue Plan Act



Program Development, Eligibility Determination, Individual and Small Business Assistance, Grants Management and Compliance Services

Nassau County retained GSG in April 2021 to help develop the County's Prosperity Plan - the local application of the American Rescue Plan Act. The Nassau Florida Prosperity Plan is an opportunity to leverage federal dollars to propel the greater community forward by expanding and diversifying our local economy, creating a more resilient

economic ecosystem, facilitating an equitable opportunity for wealth creation, and creating lasting public value.

The Nassau County Prosperity Plan has been constructed around five overarching priorities that are interrelated and additive – each builds one upon the other to create a whole greater than the sum of the parts.

- Strategic Investment in Infrastructure
- Strategic Investment in Local Business Incubation, Development and Acceleration
- Strategic Investment in Revenue Stabilization and Diversification
- Strategic Investment in Leveraging State/Federal Programs and Liaison Services/Technical Assistance for Non-profit Partners and Community Organizations
- Strategic Investment in Economic Uncertainty

Since guidance from the U.S. Treasury is forthcoming this summer, the Board of County Commissioners adopted the Nassau Florida Prosperity Plan to provide the guiding framework for developing specific strategic initiatives, projects, and programs aligned with the American Rescue Plan. No individual project, program, or initiative will be executed until the County Manager returns with a further developed Nassau Florida Prosperity Plan that allocates ARPA dollars to specific projects, programs, and initiatives for the Board's consideration.

Various Municipal Clients American Rescue Plan Act Services

The following local governments have retained GSG to provide ARPA services similar in scope to the services outlined in the City's Request for Proposal. This includes:

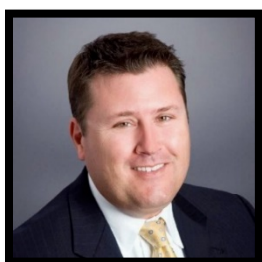


GOVERNMENT SERVICES GROUP, INC.

Key Team Members

Our Team has considerable experience in evaluating the unique and dynamic characteristics of the local government and providing options for reviewing and funding vital local government services. We believe that the combination of our historical project experience and the qualifications of our personnel allow our Team to develop better solution-based strategies that are specifically tailored to address our client's needs successfully. As such, we believe our Team brings together the best options, alternatives, and innovative solutions in government grants management, project management, grants monitoring and reporting.

We are proud to provide the Team below, and we are confident that we can successfully deliver the services requested by the City. We specifically assembled the project team for this opportunity. Illustrated below is the Project Team and the attributes they bring to this project.



David G. Jahosky, Vice President

For this project's success, we offer the City our top local government grants operations and management expert, David Jahosky. David has over 25 years of experience working with local governments in the State of Florida. David has successfully delivered over 200 government engagements since 1994.

Before joining GSG in July 2017, David spent almost 14 years at KPMG and eight years at DMG-MAXIMUS, providing high-quality services to state and local government clients. At GSG, David oversees both the Government and Community Services Divisions. David brings highly specialized experience helping local governments become more efficient and focused on staffing analysis to program and infrastructure funding and accounting. David has provided clients with services from cost optimization and revenue recovery to grant compliance and performance audits. David's experience supporting local governments qualifies him to facilitate community services, including disaster recovery, neighborhood stabilization, revitalization, and economic development.

- Oversight and management of the project team working with Florida's Executive Office of the Governor on natural disaster recovery efforts that impacted many local governments. Supervising the grants management and financial validation consultants who primarily support state and local governments seeking FEMA Disaster Response reimbursements—served as the Engagement Managing Director for CARES Act, FEMA, and CDBG, or grants administration services for several Florida government clients.
- David served as the Regional Engagement Director for over 40 performance audits of entities awarded grants from the U.S. Department of Energy (DOE) under the American Recovery and Reinvestment Act.
- While working at a "Big Four" Accounting Firm, David led the team review of sub-recipient file reviews of compliance with duplication of benefits analysis requirements under the CDBG Disaster Recovery programs for homeowner housing rehabilitation activities. The analysis included a review and documentation of available information for nearly 2000 individual applications in over 19 sub-recipient locations throughout the State of Florida. The Team's effort provided supporting documentation that helped the Agency negotiate and reduce its disallowance from over \$50 million to less than \$1 million.



Chris Polischuck, Senior Advisor

Chris has been serving public sector entities exclusively for 35 years, helping them meet the challenges they face in serving the public— achieving regulatory compliance, improving operations and performance, and enhancing accountability and reporting. Chris has extensive experience in government client service delivery and project management at all levels of government. Chris's current and past clients include large state agencies, some of the largest U.S. cities and counties, public transit agencies, and the Federal government.

Chris has considerable experience leading and coordinating government advisory engagements. He has led hundreds of projects assisting governments with regulatory and contractual compliance monitoring, service operations and performance analysis, and grant management.

Chris worked in state and local government before consulting, specializing in financial and operations management. Chris has delivered presentations focusing on grants and contract compliance and monitoring to various statewide associations, including the Florida Department of Economic Opportunity, the Florida Association of Court Clerks, and the Florida Governmental Finance Officers' Association (FGFOA). He has also delivered grant compliance presentations to the U.S. Human Services Finance Officers Association and GFOAs in Alaska, Texas, Michigan, and Ohio. Chris was also appointed as a National Instructor in the KPMG Advisory Services Business School. Chris holds a bachelor's degree in Business Administration (B.S.) and a master's degree in Public Administration (M.A.) from Ohio State University.



Joseph Sheets, MBA, Senior Consultant

Joseph serves as a Senior Consultant as a part of the Government Services Division, specializing in applying the American Rescue Plan. As a Senior Consultant, he is responsible for working closely with the Vice President to ensure the success of all workstreams in the American Rescue Plan Team. As the Project Lead for several American Rescue Plan clients, Joseph has helped create Standard Operating Procedures for project eligibility determinations, risk mitigation, and revenue loss analysis. His understanding of the

American Rescue Plan and its complexities has helped clients maximize their usage of funds, mitigate potential clawback exposure, and create communications plans for their staff and communities.

Joseph served in the private sector for 12 years, innovating dynamic solutions to modern business challenges. As a transformative leader for a private firm with over \$600 million in revenue, he helped create new strategies in operational efficiency, supply chain, logistics, price optimization, market strategy, and project management. He created and implemented new market strategies across many parts of Florida, helping businesses understand and cater to local markets more effectively. His skills in supply chain management established lasting procedures and protocols that maximized savings at every cost center. His level of engagement with both vendors and clients helped create a culture of exemplary client service. Joseph holds a Bachelor's in Music and a Master's in Business Administration (MBA), both from the University of Central Florida



Chris Curington, Consultant

Chris is a Consultant with the Government Services Division, specializing in grant applications and infrastructure project planning. As a Consultant with GSG, Chris works closely with the American Rescue Plan Team and is responsible for grant writing and infrastructure planning. Chris has served clients throughout the state of Florida and contributed to numerous projects, including fire assessment and grant writing services, as well as a planner for energy, residential, wastewater, stormwater, communication, and transportation infrastructure projects.

Chris has more than 10 years of experience working in the United States and internationally. He has secured successful infrastructure development projects from the United Nations Industrial Development Organization, USAID, GCF, GGGI, the Korea Energy Agency, FEMA, the Florida Department of Economic Opportunity, and the Florida Division of Emergency Management. Chris developed market and industry reports to promote a market for decentralized renewable energies for a consortium of 22 Pacific Island Countries and territories. He has published feasibility studies for Fiji, Palau, and the Galapagos to implement renewable mini-grid networks Energy Storage System (ESS) technology. In addition, Chris has extensive planning and project management experience, working as a planner in the public sector, a consultant in the private sector, and has made numerous academic contributions to planning and energy journals.

Communications Plan

As part of our project management philosophy, our Team utilizes effective communications management to keep our stakeholders informed of the project's status. Our Team routines provide executive-level briefings to:

- Client's Executive Management Team
- Formal Presentations to the elected or appointed, Boards, Councils or Commissions
- Informal Elected Official Briefings
- Written and verbal project status reports

The Communications Plan is developed in coordination with our clients. We routinely provide the following technical assistance at the direction of our clients:

- Call Center Assistance
- Intergovernmental Communication Assistance, Outreach Programs / Town Hall Meetings
- Press Releases, Public Information Request Response
- Social Media Posts
- Website Updates

Our Team is prepared and ready to assist the City in the communications and outreach of the American Rescue Plan to implement the program successfully.

Project Understanding

We structured our project team with our most experienced resources to provide the City with immediate access to the best possible technical expertise. A successful project entails having the right staff – right when you need them. We are proud of the accomplishments our Team has provided our clients, and we have illustrated our capabilities below.

Understanding of the City's Requirements

GSG Service Offerings to the City	Team Experience
1. Provide advice to the City about accounting and compliance procedures related to federal grants.	✓
2. Support as required to meet all stated deadlines to meet ARP Act of 2021 required timelines to recover full reimbursement.	✓
3. Meet with federal representatives or state representatives as requested to discuss the City's COVID-19 related costs and expenditures.	✓
4. Assist the City in completing the appropriate documentation required for federal grant funding and submitting all eligible expenditures to the appropriate agencies within the required deadline.	✓
5. Provide assistance to determine if any eligible expenses have not been quantified and presented for reimbursement.	✓
6. Assist in tracking all documentation submitted to the cognizant agency.	✓
7. Maintain records of all the documentation provided by the City submitted to any outside agency for reimbursement and provide the City with said copies.	✓
8. Assist City staff in organizing, reviewing, evaluating, auditing, and tracking City department requests for CSLFRF reimbursements. Reconcile City departmental invoices with City CSLFRF reports. Evaluate City departmental timesheets for eligibility and audit timesheets against existing payroll records. Prepare a final submission for U.S. Inspector General Review.	✓
9. Assist with developing closeout strategies and procedures for the City and assist the City with implementing those strategies and procedures.	✓
10. Assist with responding to any requests for audit information by any source and assist with preparing responses to any audit.	✓
11. Use generally recognized accounting principles in carrying out any of the services pursuant to the contract.	✓
12. Provide miscellaneous services not otherwise described but which the City may require during the contract, or any other tasks associated with accounting services or documentation reimbursement process as requested by the City.	✓
13. Provide the City with a final report summarizing the total reimbursement requested, total expenditures by Project Worksheet, and any special circumstances.	✓
14. Provide technical assistance with developing, promoting, and maintaining public-facing web-based portals to publish information	✓

GSG Service Offerings to the City	Team Experience
15. Provide technical assistance with developing, promoting, and maintaining a secured web-based portal to collect sub-recipient information and documentation to substantiate their request for reimbursement under the CSLFRF.	✓
16. As needed, provide and present comprehensive financial reports and analysis to present to the City Commission and/or Committees	✓
17. Work with the City's external auditors, who represent the City as Compliance Officers, for the City's Single Audit Reports	✓
18. As needed, other services as required.	✓

To accomplish the requirements set forth by the City, GSG proposes the following tasks.

Task 1. Grants Technical Support

- Define sub-recipient program eligibilities.
- Establish procedures for preventing duplication of benefits.
- Provide advice to the City about accounting and compliance procedures related to federal grants.
- Provide guidance, technical, and administrative assistance in the implementation of assistance programs.

Task 2. Grants Management

- Support as required to meet all stated deadlines to meet ARP Act of 2021 required timelines to recover full reimbursement.
- Provide assistance to determine if any eligible expenses have not been quantified and presented for reimbursement.
- Track ARP documentation submitted to the Cognizant Agency
- Assist with developing closeout strategies and procedures for the City and assist the City with implementing those strategies and procedures.
- Respond to any requests for audit information by any source and assist with preparing responses to any audit.
- Provide the City with a final report summarizing the total reimbursement requested, total expenditures by Project Worksheet, and any special circumstances.
- As needed, provide and present comprehensive financial reports and analysis to present to the City Council or Committees.
- Work with the City's external auditors, who represent the City as Compliance Officers, for the City's Single Audit Reports.
- As requested, meet with federal or state representatives to discuss the City's COVID-19 related costs and expenditures.

Task 3. Grants Reporting

- Assist the City in completing the appropriate documentation required for federal grant funding and submitting all eligible expenditures to the appropriate agencies within the required deadline.
- Creating City documents that are in compliance with ADA requirements.
- Maintain records of all the documentation provided by the City submitted to any outside agency for reimbursement and provide the City with said copies.
- Assist City staff in organizing, reviewing, evaluating, auditing, and tracking City department requests for CSLFRF reimbursements. Reconcile City departmental invoices with City CSLFRF reports. Evaluate City departmental timesheets for eligibility and audit timesheets against existing payroll records. Prepare a final submission for U.S. Inspector General Review.
- Provide miscellaneous services not otherwise described but which the City may require during the contract or any other tasks associated with accounting services or documentation reimbursement process as requested by the City.
- Provide technical assistance with developing, promoting, and maintaining public-facing web-based portals to publish information
- Provide technical assistance with developing, promoting, and maintaining a secured web-based portal to collect sub-recipient information and documentation to substantiate their request for reimbursement under the CSLFRF.

Project Schedule

The City may claim ARP Funds eligible costs incurred from March 3, 2021, through December 31, 2024. All City ARPA expenditures must be expended by December 31, 2026. Our Team is prepared to assist the City within ten days of receiving a Notice to Proceed. We anticipate the project timeline will be as follows:

Phase Two: March 15, 2022 to March 2027.

We have proposed the end date for 90 days after the eligibility period to submit final documentation to the City's cognizant Agency and close out the ARP grant.

Project Fees

GSG proposes to charge fees for technical services based upon hours expended. GSG will invoice monthly for actual hours and expenses incurred in the prior month. Our fees are based on the rates as noted below:

State Term Position Category	GSG Team Resources	GSG Hourly Rates
Principal	David Jahosky Chris Polischuck	\$250
Senior Consultant	Holly Vera Joseph Sheets Hannah Hammond	\$185
Consultant	Tara Reynolds Chris Curington Rashad Sapp	\$150
Junior Consultant	Kristin Plews Tammy Peters Danielle Hendry	\$115

Deerfield Beach's Rescue Plan Implementation

The City has chosen a robust and well-rounded selection of projects that will address the long-term needs of the City, while helping provide economic support and resources to the community. GSG understands that varying levels of project effort may be required due to potentially changing Federal Guidance in the Interim Final Rule as well as requests from City staff.

The table below provides additional detail for the estimated costs by fiscal year for the project duration, as well as a Not To Exceed amount for the total project costs. Time periods are approximate and may be amended by City request. GSG understands that the effort for Phase Two may need to be revisited and can be the subject of discussion at any point in the project duration.

Period of Performance		Fees
Phase Two Yearly Estimates		
March 15, 2022, through Dec 31, 2022		\$45,000
January 1, 2023, through December 31, 2023		\$45,000
January 1, 2024, through December 31, 2024		\$35,000
January 1, 2025, through December 31, 2025		\$28,000
January 1, 2026, through December 31, 2026		\$28,000
January 1, 2027, through March 31, 2027		\$10,000
Total Phase 2 Not to Exceed		\$191,000

We feel that our work with the City through the Phase 1 process gave our team a deep understanding of the level of effort required for Phase 2. The City has currently allocated \$500,000 for Administrative Expenses. GSG's estimate will allow for \$309,000 of the Administrative Expense allocation to remain available to the City for unmet needs such as internal administrative costs, audit, and budget overrun from the currently identified projects.

Please note that per the *Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions* dated July 14, 2021, the costs of our professional services would be considered an allowable cost against the allotment of the City by the U.S. Treasury.

When required by the City, the expenses for travel will be billed in accordance with Section 112.061, Florida Statutes.

Terms and Conditions

GSG is proposing to assist the City of Deerfield Beach, Florida (City) utilizing the State of Florida Department of Management Services, Management Consulting Services Contract #80101500-20 (State Contract). The contract terms and conditions used in this document are managed by the Florida Department of Management Services and are in the State Contracts, Agreements and Price Lists. The State Contract is incorporated herein by reference and maintained in the contract manager's file. Contract Details can be found through the link below:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/management_consulting_services2

EXHIBIT “B”

CONTRACT

BETWEEN

The State of Florida, Department of Management Services

AND

Government Services Group, Inc.



**State Term Contract 80101500-20-1
For
Management Consulting Services**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **GOVERNMENT SERVICES GROUP, INC.** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on March 1, 2021 or the date of the last signature on this Contract, whichever occurs later. The Contract shall expire on February 29, 2024 unless terminated earlier in accordance with the incorporated Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Special Contract Conditions, Contract Attachment B
- b) Vendor’s submitted Cost Proposal, Contract Attachment A
- c) Customer Contract or Purchase Order(s)
- d) Vendor’s submitted Technical Proposal, Contract Attachment C
- e) Authorized Services List, Contract Attachment D
- f) Contractor Information Form, Contract Attachment E
- g) No Offshoring, Contract Attachment F
- h) Subcontracting, Contract Attachment G

IV. Statement of Work.

- a) Scope of Services.
The Contractor will provide Management Consulting Services (MCS). This includes the

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provision of expert advice, assistance, guidance, or counseling in support of Customer's mission-oriented business functions, and may also include studies, analyses, and reports supporting any proposed developmental, consultative, or implementation efforts. Services are provided on an as-needed basis, with no guaranteed or minimum spend.

In order to purchase services under this Contract, Customers will issue Requests for Quotes (RFQs) to contractors available under the Management Consulting Services State Term Contract (see section IV. f), Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-specific Statement of Work ("Customer SOW") detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract or MyFloridaMarketPlace purchase order (collectively referred to as a "PO") between the Customer and selected contractor.

b) Pricing.

The attached Cost Proposal, Contract Attachment A, provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

c) Job Titles and Duties.

The following sections describe the responsibilities of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with services pursuant to the Customer SOW set forth in the Customer's PO (Customers may supplement these duties in their Customer SOWs provided the duties do not exceed or conflict with this Statement of Work).

1. *Principal Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Providing executive-level consultation services to the Customer
- Providing senior-level interface with the Customer and managing daily operations
- Ensuring the timely performance and completion of all obligations under the PO
- Organizing and directing the overall performance of the Customer PO
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships
- Assisting on large, complex or multi-discipline engagements

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- Allocating financial and human resources and material assets
 - Formulating and enforcing work standards
 - Participating in the design phase of tasks and ensuring their successful execution
2. *Senior Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:
- Managing the day-to-day operations
 - Ensuring the quality and timely completion of projects or services
 - Providing technical and subject matter expertise in fulfillment of Customer SOWs
 - Participating as a senior team member providing high-level consulting services
 - Planning, organizing, and executing tasks in successful delivery of projects or services
 - Developing and defining strategic visions
 - Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
 - Providing Customer interface in fulfillment of Customer SOWs
 - Possessing authority and responsibility for the execution of Customer SOWs
 - Planning, organizing, and overseeing all subordinate work efforts
 - Ensuring quality standards and work performance on Customer SOWs
 - Organizing, directing, and managing support services
3. *Consultant:* A minimum of five (5) years' experience in duties associated with MCS is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:
- Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
 - Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
 - Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
 - Applying a broad set of management skills and technical expertise as a project leader
 - Providing solutions through analysis
 - Directing subordinates in the completion of tasks orders
 - Organizing, directing, and managing support services
 - Assigning tasks and overseeing projects or other services under the Customer SOWs
 - Directing activities in fulfillment of Customer SOWs
 - Training Customer personnel through formal classroom courses, workshops. or seminars
4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with MCS is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

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- Applying a broad set of subject matter and technical expertise
- Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints
- Organizing, directing, and managing support services
- Serving as a member of a team performing mid-level assignments
- Providing solutions through analysis
- Conducting Customer training through formal classroom courses, workshops, and seminars

5. *Program and Administrative Support:* The functional responsibilities of this position may include, but are not limited to:

- Coordinating and providing administrative support services to Contractor staff and Customer
- Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
- Providing graphics and editorial support services and desktop publishing services
- Maintaining version control of project documents
- Providing direct support to consulting staff, including supporting the development of all deliverables

d) Anticipated Preferences.

The following contains anticipated Customer-specific preferences of Contractor and its personnel in providing Customer-specific services or projects pursuant to the Customer SOWs, as set forth in the Customer POs. Customers may request in their RFQs that the Contractor conform with the Customer-specific preferences including, but not limited to, the following:

- Knowledge of government business practices, which is inclusive of Federal and State of Florida practices.
- Experience providing consultative support, including drafting studies, analyses, and reports to Federal or State of Florida entities.
- Knowledge of Federal and state grant requirements, including laws, rules, and regulations.

e) Services.

The services the Contractor, through its personnel, may provide include:

- Consulting on management strategy.
- Project management.
- Program research, planning, and evaluations.
- Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives.
- Executive/management coaching services.
- Customized training as needed to achieve a management consulting objective.
- Assistance with policy and regulation development.

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- Assistance with process and productivity improvement.
- Expert witness services in support of litigation, claims, or other formal cases relating to management consulting.
- Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- Systems alignment and consolidation.
- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

f) Request for Quote(s) Requirement.

1. Customer SOW. Customers needing MCS services will create an RFQ each time they desire to solicit these services. The Customer shall issue a detailed RFQ that specifies a term and includes a Customer SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Management Consulting Services State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.
- List of contractor responsibilities.
- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terms of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO.

2. Minimum Number of RFQs Sent by Customer.

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Management Consulting Services State Term Contract. The Customer shall select at least three (3) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, to which to send its RFQ. MFMP sourcing

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will automatically add an additional five (5) randomly selected contractors available under the Management Consulting Services State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services Contract that are authorized to provide the type of services being requested.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit MCS services and shall send the RFQ document electronically via email to at least (8) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services State Term Contract that are authorized to provide the type of services being requested.

4. RFQ Format. The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Management Consulting Services State Term Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.

Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

Contract Requirement	Description	Frequency	Daily Financial Consequences for Non-Performance
Timely Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report in accordance with section IV.I)2.	Each quarter	\$250

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Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	\$100
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For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer POs it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;
- Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
- Regularly assessing personnel performance and providing feedback to improve overall task performance; and
- Ensuring high quality results are achieved through task performance.

i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

j) Business Days.

The Contractor shall provide all services to Customers Mondays through Fridays, except on holidays observed by the Customer. Days observed as holidays by State agencies are provided via the link below:

https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays

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For
Management Consulting Services

Customers may observe additional holidays which, if any, will be detailed in the Customer's PO.

k) Routine Communications.

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Vendor Information Form (Contract Attachment E) changes during the life of the Contract, then the Contractor shall update the form and submit it to the Department's Contract Manager (such update does not necessitate a formal amendment to the Contract). Communications relating to a Customer PO should be addressed to the contact person identified in the PO. Communications may be by e-mail, regular mail, or telephone.

l) Contract Reporting.

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

1. MFMP Transaction Fee Report.

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors" subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

2. Contract Quarterly Sales Reports.

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

3. Diversity Report.

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Management Consulting Services

The Contractor shall report to each Customer, fifteen (15) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

4. Ad-hoc Report.

The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

m) Business Review Meetings.

Each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

n) Price Adjustments.

The Contractor shall adhere to the initial and renewal term hourly rates (pricing) provided in its Cost Proposal. The Department will not allow for increases to these prices. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer.

o) Contract Transition.

Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequently awarded vendor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

V. Contract Management.

Department's Contract Manager:

Christia Nunnery

Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360.8X

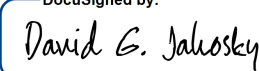
Tallahassee, Florida 32399-0950

State Term Contract No. 80101500-20-1
For
Management Consulting Services

Telephone: (850) 488-8367
Email: Christia.Nunnery@dms.myflorida.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

GOVERNMENT SERVICES GROUP, INC. STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES

DocuSigned by:

7832780BE035415...
David G. Jahosky
Vice President

2/17/2021 | 1:53 PM EST
Date:

DocuSigned by:

991439A211104A3...
Tami Fillyaw
Chief of Staff

2/18/2021 | 4:53 PM EST
Date:

Contract Attachment A: Cost Proposal

Request For Proposals

No. 06-80101500-J

Management Consulting Services and Financial and Performance Audits

Respondent Name	Government Services Group, Inc.
-----------------	---------------------------------

INSTRUCTIONS
The Respondent may respond to one or both Service Categories. The Respondent is not required to respond to both Service Categories. However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal.
For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services. The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term.
Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below.
This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.
Provide pricing in dollar amounts; amounts cannot include fractions of cents (e.g. \$0.005).
Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.

Service Category 1: Management Consulting Services		
JOB TITLE	<u>INITIAL</u> TERM HOURLY RATE	<u>RENEWAL</u> TERM HOURLY RATE
Principal Consultant	\$250.00	\$265.00
Senior Consultant	\$185.00	\$195.00
Consultant	\$150.00	\$160.00
Junior Consultant	\$115.00	\$120.00
Program and Administrative Support	\$35.00	\$40.00

Contract Attachment B
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included
herein by reference but is superseded in its entirety by these Special
Contract Conditions.**

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.**7.1 Workers' Compensation Insurance.**

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Contract Attachment C



GOVERNMENT SERVICES GROUP, INC.
WeServeGovernments.com



Proposal to Serve

State of Florida
Department of Management Services
Management Consulting and Financial and
Performance Audits
RFP No. 06-80101500-J

June 9, 2020

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Experience

IN ITS TECHNICAL PROPOSAL, THE RESPONDENT SHOULD PROVIDE A NARRATIVE ON THE RESPONDENT’S RELEVANT EXPERIENCE, INCLUDING DIVERSE KNOWLEDGE AND SKILLSETS (PREFERABLY WITH DEMONSTRATED EXPERIENCE IN PROVIDING SERVICES RELEVANT TO GOVERNMENTAL ENTITIES), APPLICABLE TO SERVICE CATEGORY 1. A RESPONDENT MAY, BUT IS NOT LIMITED TO, DEMONSTRATE RELEVANT EXPERIENCE BY IDENTIFYING CLIENTS AND DESCRIBING PAST PROJECTS.

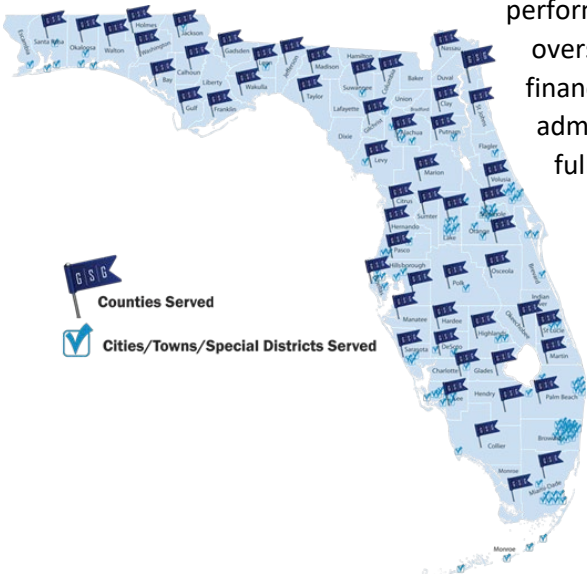
Firm Capabilities

Government Services Group, Inc. (GSG) is a Tallahassee, Florida-based provider of consulting services to government entities. Incorporated in 1996, GSG prides itself on more than 20 years of serving Florida governments with smart, effective, and efficient service. GSG’s Team of over 60 highly experienced professionals offers a unique perspective because individual firm employees have worked in government and the private sector for both large and small entities. GSG’s proven expertise in providing consulting services to State and local governments is demonstrated by our work with 60 counties, 89 cities, 15 special districts, and numerous State agencies. GSG currently serves or historically has served over 160 clients in Florida. GSG serves its clients from offices based in Tallahassee and Longwood, Florida.

GSG is vastly experienced in evaluating the unique and dynamic characteristics associated with state and local government and providing options for reviewing and funding of vital state and local government services. GSG develops tailored, solution-based strategies to successfully address the specific financial, operational, and governance problems faced by our government clients.

GSG specializes in management support services in the areas of capital program management, utility operations, capital financing, and bond issue compliance, contractual

performance oversight, financial administration, full-service



STATE OF FLORIDA EXPERIENCE

Since the 1990 s, team members have routinely provided professional services to the:

- Agency for Health Care Administration
- Commission for the Transportation Disadvantaged
- Department of Children and Families
- Department of Economic Opportunity
- Department of Environmental Protection
- Department of Health
- Department of Management Services
- Department of Revenue
- Department of Transportation

governmental accounting, utility customer service, billing services, and city and county property services. GSG has delivered high-value accounting services to local governments and served as the manager for multiple community development districts. On behalf of local government partners, GSG has tackled the successful transition of numerous troubled water and sewer utility systems to high-quality, modern, municipal-standard, customer-friendly operations. GSG has

designed and implemented innovative public service delivery alternatives and effective governance solutions in close collaboration with policymakers, public executives, and citizen stakeholders. GSG’s work in capital project management and civic engagements has received state and national recognition. GSG has perfected its capabilities in the areas of grant management, regulatory requirements, special assessments, and data management, offering deliverables tailored according to each specific client’s needs.

At the local government level, GSG provides service delivery analysis, governance solutions, developing and implementing funding programs for water and wastewater, transportation, stormwater, fire, and solid waste services and infrastructure. These funding programs have assisted governments in determining priorities and strategies that provide a consistent revenue stream to support the functionality of the local government. The information contained in the funding studies also enables elected officials to make critical decisions about services and infrastructure by creating a basis for planning initiatives in the short and long-term.

Also, GSG Team members have prepared hundreds of city, county, special district, and state cost optimization or recovery studies in the United States. GSG has advised government officials in the interpretation and use of federal and state guidelines to identify opportunities for efficiencies and increased cost recovery. GSG has worked with various agencies in the development and updating of their billing mechanisms. Aspects of engagements include assessing current operations to determine strengths and weaknesses, defining of service offerings, determination of appropriate allocation methodologies; development of utilization forecasts; and implementation planning. These studies provide recommendations for adjusting the rate or billing structures to recover the allowable costs within the framework of applicable local, state, and federal guidelines. GSG has produced federally compliant cost recovery plans utilizing standard cost allocation principles based on full cost as well as Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

GSG provides a variety of services, including disaster recovery, grant management, construction management, capital project administration, and program administration. GSG supports their clients with expertise in FEMA and CDBG-DR eligibility determination, project management, appeals preparation, grant management, financial recovery, financial and project progress reporting, insurance reconciliation, grant monitoring and compliance, grant closure, and audit preparation, defense, and appeals.

Representative Project Experience

Clients select GSG because we bring objectivity and insight to complex, real-world issues. We understand *public sector motives and private sector methods*. We bring leading practices and practical solutions to our clients. Our Team Members have a deep understanding and working experience in the public sector. Our team includes those who have served in and for C-level executive financial management positions within State and local governments. GSG’s team of 60 highly experienced professionals offers a unique perspective because we have worked in government and the private sector for both large and small entities. Not only have we been in our client’s shoes, but we have also been in their communities and neighborhoods. The following ongoing engagements demonstrate the extent of GSG’s success in providing a variety of management consulting services to

THE GSG ADVANTAGE

- ✓ Proven Experience
- ✓ Value and Integrity
- ✓ Commitment to Quality
- ✓ Successful Track Record
- ✓ Problem Solving Attitude

various levels of governmental entities:

Florida Division of Emergency Management

GSG is currently a subcontractor to Thomas Howell Ferguson P.A. (THF). THF provides disaster management assistance to the Florida Division of Emergency Management (FDEM) for the Presidentially-declared Emergencies and Major Disasters related to Tropical Storm Fay to Hurricane Michael. GSG is a recognized leader in the management of FEMA's Public Assistance grant programs. From pre-event assessments of critical policies and documentation procedures to damage assessment and Project Worksheet development to closeouts and appeals, we have staff with the experience and knowledge necessary to ensure the highest quality service to the client.

Our team has managed or closed-out hundreds of FEMA project worksheets and recovered millions of dollars for over 60 Florida sub-recipients, including state agencies, counties, cities, and non-profits. Included in these project development totals, our staff has managed monitoring projects, restoration projects, and disaster mitigation projects for 20 Presidentially declared disasters. The project services include FEMA grant life-cycle administration. For example, our team is involved in various aspects of grants compliance from pre-award eligibility determination to duplication of benefit analysis to Davis-Bacon compliance to project closeout. This project requires a detailed working knowledge of FEMA's *Public Assistance Program and Policy Guide*, 44 CFR, 2 CFR Part 200, debris monitoring requirements, time-tracking, reporting, and reimbursement.

Various Statewide Local Government Clients

We annually manage over 100 non-ad valorem assessment projects to fund essential services and capital projects for cities, counties, and special districts in Florida, typically assessing over 1.4 million tax parcels and generating over \$300 million in annual assessment revenue. GSG has earned a reputation throughout Florida as a leader in the development, implementation, and administration of special assessment programs. GSG has an extensive, successful history of working with numerous local governments in developing, implementing, and maintaining special assessment programs for a myriad of government services and capital projects. GSG created some of the first assessment programs in the state and has assisted in writing the law for special assessments. The Courts have designated GSG as an expert in the development of special assessments and capable of providing competent, substantial evidence to support the case law requirements for using special assessments to fund services and capital projects.

The Florida Governmental Utility Authority



GSG manages one of the largest "single-purpose" government entities in Florida, the Florida Governmental Utility Authority (FGUA). The FGUA owns and operates water and wastewater facilities in 14 counties serving more than 120,000 utility customers and including a 50-year contract with MacDill Air Force Base in Tampa, Florida. The FGUA has an annual budget that exceeds \$80 million with no employees. As the System Manager for the FGUA, GSG routinely performs multi-year enterprise fund financial forecasting to determine: (1) revenue requirements, (2) rate structure changes, (3) operational and capital improvement needs, and (4) debt management for 16 distinct enterprise funds.

GSG also developed Key Performance Indicators and performs benchmark analysis. In GSG's service to the FGUA, our team has developed extensive experience in capital acquisition, including providing debt

management services for a \$1.1 billion portfolio of assets for the FGUA. Recently, the GSG team led the FGUA's \$12.2 million acquisition of a municipal water-waste water system. The transaction is made possible due to financing with a first-of-its-kind US Department of Agriculture (USDA) low-interest rural development acquisition loan. In a press release announcing the loan in May 2018, the State Director for the Florida Rural Development announced that the US Department of Agriculture (USDA) is investing over \$12 million in water and wastewater infrastructure to further its mission of strengthening rural communities. The partnerships with the USDA demonstrate how GSG brings creative and innovative solutions to everyday challenges with complex regulations.

Creative Problem-Solving Approaches

The following recent projects demonstrate GSG's versatility in developing creative solutions for our Clients.

Nassau County, Florida

Recently, GSG completed an independent review and analysis of Nassau County's School Concurrency policies and implementation and, as a result, is assisting the Nassau County School District in the negotiation of capacity mitigation developer agreements and implementation of the revisions to the school concurrency process. The project required a working knowledge of Florida Statutory Requirements, Florida Department of Education guidelines, Comprehensive Plan Requirements, and Inter-local Agreements. Working with stakeholders from the School Board and the County, the Project Team was tasked with providing observations and recommendations for the following objectives related to the School Board's participation as part of the Concurrency Review process.



Florida Development Finance Corporation Property Assessed Clean Energy Program



GSG serves the Florida Development Finance Corporation (FD FC) as the Assessment Administrator. FD FC is a State authorized issuer of industrial revenue bonds and oversees the Florida Resiliency and Energy District (FRED) and the Property Assessed Clean Energy (PACE) Program. FD FC issues bonds in counties throughout Florida through interlocal agreements and supports economic development by assisting for-profit and not-for-profit businesses with access to capital for project financing. The primary mechanism for accessing the capital markets is tax-exempt and taxable bonds. The PACE Program is active in 20 counties throughout the State of Florida. GSG provides tax roll administration services, financial and management reporting, and serves as the liaison to the Trustee in the disbursement of payments to the vendors and bondholders.

Highway 79 Corridor Authority



GSG serves as the Systems Manager for the Highway 79 Corridor Authority (Authority). The Authority was awarded \$1.8 million for the proposed Highway 79 Corridor Authority Project that will benefit Washington County, Holmes County, and the City of Bonifay. The project is designated as Rural Areas of Opportunity under the Governor's Rural and Economic Development Initiative. The Project will include the construction of approximately 2.3 miles of water and sewer infrastructure that will eliminate existing wells and septic systems and replace the need for future ones. The Project will also provide advantageous planning and zoning strategies

to bring new business to the corridor, which includes property located within the counties of Holmes and Washington and the City of Bonifay. The Project is expected to create 219 jobs, including retail, manufacturing, and distributions in Washington County in eight years and is expected to have an economic impact of \$13 million a year by the seventh year. With the infrastructure improvements and the Highway 79 Corridor Authority Project's 1,525-acres of commercial/industrial/mixed-use development district, the Corridor Authority will be able to actively recruit larger distribution, manufacturing, and service industries to the area, nationwide.

Potential Customer Needs Outlined in the RFP

The proposed State Term Contract has included examples of the Customer-specific services and projects that may be requested from the selected firms that are successfully awarded a Management Consulting Services State Term Contract. GSG provides services to our clients, and these services include one or more of the services outlined in the RFP. In the following section, GSG has provided comparable examples of our team's project experiences using examples within each of the service areas requested in this RFP. The following section further demonstrates GSG's significant expertise in the requested management consulting services.

Consulting on Management Strategy

Management strategy consulting provides solutions based on experience, industry knowledge, and analysis. Rather than just offering advice, guidance comes from learning intricate details of a clients' operations so they can optimize decision-making and outcomes.



GSG clearly understands its role as a management strategy consultant. No matter the scope of services, we assist our clients throughout the entire process of every project. Unlike other firms, we take the time to get to know our clients and understand their needs before starting a project and then work with them throughout the process to ensure a successful outcome. We realize that one size does not fit all, and we have the capability and capacity to develop uniquely tailored solutions that accomplish each of our clients' specific goals. We understand that when our Clients require specialized assistance to analyze issues from operational priorities to service delivery to funding options, our team brings objectivity and real insights. We understand that our role varies based on the client's needs. Whether it is to provide observations, recommendations, or a prioritized road map for change, our role is to assist our Client meet or exceed their defined objectives.

Project Management

As previously mentioned, GSG annually manages over 100 projects to fund essential services and capital projects for cities, counties, and special districts in Florida. The foundation for our project management approach is based on the principles outlined in the *Project Management Body of Knowledge (PMBOK®)* as published by the Project Management Institute, as illustrated below:



For example, the use of special assessments as a home rule revenue source requires strict adherence to statutory deadlines with absolutely no leniency in meeting critical dates for project deliverables. One missed deadline could result in the loss of millions of annual revenues for our clients.

Our unsurpassed expertise in project management is exemplified by the range of clients and the breadth of the types of projects we undertake each year. GSG services our Clients that are funding such diverse projects as fire services, solid waste management services, roadway improvements, canal dredging, sea-level rise mitigation, and PACE improvements. GSG Team members are also administering CDBG and SHIP programs in 10 different communities. In our Longwood office, we are currently managing 11 water and wastewater utility systems, including the management of \$450 million in over 30 capital improvement projects. We provide unsurpassed project management services as we understand the importance of effective project management, frequent client communication, monitoring schedules, anticipating challenges, and eliminating ineffective processes. We believe that the magnitude of our project experience separates us from our competitors.

Program Research, Planning, and Evaluations

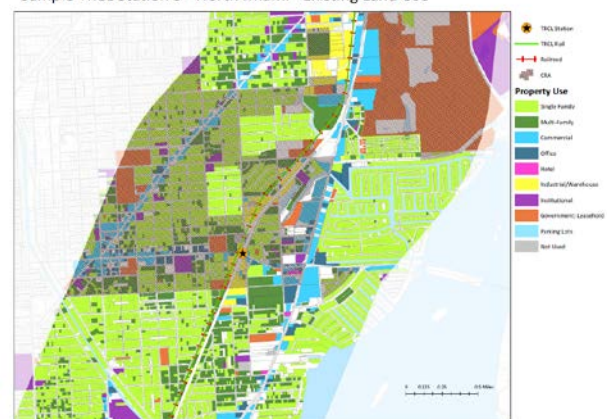
Program research, planning, and evaluations are processes that help take apart any problem and deftly move to an action plan based on data and targeted specific strategies. A detailed evaluation of business objectives, existing solutions, and the environment will help align business goals and strategies, existing technology, and innovation efforts towards a balanced and effective business strategy. A recent example of GSG's experience in providing these specific consulting services is Nassau County (County) Analysis of the School Concurrency Process. In accordance with Section 163.3180, Florida Statutes, Nassau County adopted a concurrency management system in its Public School Facilities Element (PSF) of the Nassau County 2030 Comprehensive Plan to ensure that the capacity of public schools was sufficient to support new residential development. Working with stakeholders from the School Board and the County, GSG was tasked with providing observations and recommendations for the following objectives related to the School Board's participation as part of the Concurrency Review process. Based on GSG's analysis, recommendations were provided for the School Board to consider when evaluating potential changes to their Concurrency Review processes.

Provision of Studies, Analyses, Scenarios, and Reports relating to a Customer's Mission-Oriented Business Programs or Initiatives.

GSG has a proven track record in serving Florida governments with mission-oriented business programs or initiatives to improve an agency's performance and success in meeting mission goals. GSG provides expert advice, assistance, guidance or counseling in support of agencies' mission-oriented business functions, as follows: management or strategy consulting; program planning, audits and evaluations; economic studies; policy and regulatory development and review; and other advisory and assistance services.

Recently, GSG working as part of a Team for the South Florida Regional Transit Authority (SFRTA) was asked to help evaluate options to fund planned development of the northeast corridor. Given the tremendous cost to build and maintain public transportation infrastructure and to respond to future needs, the GSG Team provided an analysis of the use of non-ad valorem assessments and tax increment financing to fund projects located within the northeastern portion of Miami-Dade County. Utilizing data extracted from the County's Geographic

Sample TRCL Station 3 - North Miami - Existing Land Use



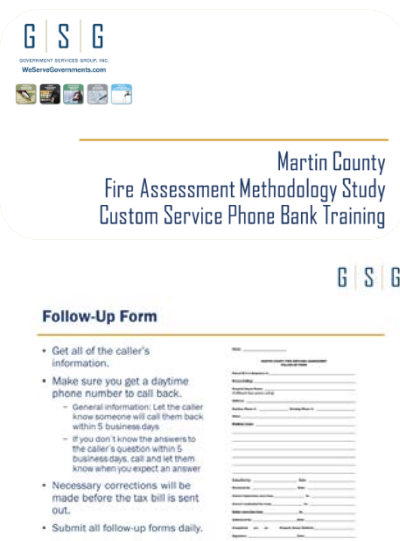
Information System (GIS), the team developed a complex model and estimated the compound, annual growth rate, and revenue estimates and compared to project costs. The team provided several scenarios based on the properties with one-half mile of the transportation corridor. Based on the GSG's analysis, the multimillion-dollar capital investment would be paid off in less than nine years. GSG's report and growth scenarios provided our Client insights into making decisions to meet their business objectives.

Executive Management Coaching Services

Executive coaching helps leaders develop skills and strategies to increase their impact and enhance the value they bring to the organization. An example of GSG services is illustrated when the City of Miami Beach Commission engaged GSG to facilitate a “Retreat” that focused on strategic visioning, prioritizing policies, and to build trust among each other, the administration and the community as a whole. The outcome of this high-level consensus-building discussion session is to establish priorities to guide the development of the details of the City’s budget and workplan.

MIAMI BEACH

Customized Training as needed to achieve a Management Consulting Objective



All members of the GSG Team have significant experience in providing customized training. Team members have delivered numerous presentations to city and county elected officials and various statewide associations, including the Florida Association of Counties (FAC), Florida League of Cities (FLC) and the Florida Governmental Finance Officers' Association (FGFOA) on topics related to alternative funding and service delivery issues. Also, certain members of the GSG Team have served as a National Instructor for Cost Optimization, Government Costing, and Project Management at a Big Four Accounting firm.

GSG Team members routinely provide customer service training and materials to assist our Clients in answering inquiries from the public regarding program elements. GSG routinely trains our Clients on Community Outreach initiatives. In addition to Community Outreach, GSG facilitates meetings and offers technical training seminars, provides information for educational brochures, phone bank training materials, general and specific

PowerPoint presentations, web-based workshops, information, and standard public information document.

In the case of Martin County, Florida, GSG provided technical and user training as it relates to the establishment of a customer service phone bank. As often is the case with a new program, public education is critical. Even more essential is for the County's staff to have been properly trained on the program and the need to provide consistent, accurate responses to inquiries. This type of training provides the foundation for efficiently and effectively communicating the organization's message, missions, goals, or objectives. GSG has trained various professionals during these sessions, including C-level members of the organizations, elected officials, constitutional officers, as well as staff.



Assistance with Policy and Regulation Development



The development and implementation of alternative funding programs such as special assessments require strict adherence to case law and statutory requirements; however, there are components of the program that require policy decisions that can result in either success or failure. GSG has developed expertise in providing the appropriate background and educational materials to assist in policy development that ensures our client's success. The best example of assistance with policy and regulation development is GSG's lead role in the development of the Florida Governmental Utility Authority (FGUA). The FGUA was formed in 1999 through an interlocal agreement between Brevard, Lee, Polk, and Sarasota counties. These four local governments desired to make the best use of their common responsibilities to acquire, own, improve, operate, and maintain water and wastewater facilities. By forming the FGUA, these counties used resource sharing to provide drinking and wastewater service to their citizens at a lower cost and focus on local priorities. The FGUA has over 80 systems in 13 counties across Florida. As of 2020, the FGUA provides service to approximately 120,000 customer connections in 13 counties across the State of Florida.

Another example of where GSG is providing sophisticated policy and regulation development services is with the creation of the Florida Utility Debt Securitization Authority (FUDSA). FUDSA is a special purpose governmental Authority, serving the water and wastewater needs throughout Florida. FUDSA authorizes, issues, and sells restructuring bonds to finance the projects for utility-based infrastructure needs. An overview of FUDSA is outlined below:

- First "securitization" debt financing authority for municipal water and wastewater systems in the United States
- Securitized debt for local governments' water and wastewater infrastructure projects
- Securitized debt for refinancing of existing debt for water/wastewater infrastructure
- Serves as the Executive Director and provide all ongoing compliance, monitoring and reporting for water and wastewater securitization debt
- Modeled after the Long Island Power Authority (LIPA) and City of Los Angeles Water Board

GSG has developed and maintained extensive relationships with the County Property Appraisers and Tax Collectors in the State of Florida. GSG is recognized as a firm that understands the responsibilities and procedures of these Constitutional offices and, as a result, can effectively utilize the ad valorem tax roll data required for the development of the special assessment programs. We can provide references from County Property Appraisers and Tax Collectors who will attest to our expertise. Due to the combination of our highly specialized and experienced database analysts and our familiarity with the data, no other firm can match the quality of our data analysis. Based on recommendations by Property Appraisers, Tax Collectors, and their vendors, in 2009, GSG was contacted by the Florida Department of Revenue (FDOR) to assist with the design of the record layout for non-ad valorem assessment record-keeping by FDOR.

Assistance with Process and Productivity Improvement

Process improvement involves the business practice of identifying, analyzing, and improving existing processes to optimize performance, meet best practices or simply improve quality and the user experience for customers and end-users.

The Walton County Sheriff's Office (Sheriff's Office) experience clearly demonstrates GSG's ability to provide critical services to assess current processes and identify productivity improvements. Walton County Fire Rescue (WCFR), which the Sheriff's Office assumed control over in April of 2017, is a full-service fire rescue. The Sheriff's Office retained GSG to analyze the delivery of fire services throughout the County. GSG utilized our GIS expertise to analyze various components of the operations and service delivery areas. GSG provided observations, recommendations, and staff impact analysis necessary to consider alternative fire service delivery options, including: (1) Development a strategic plan or roadmap with prioritized recommendations; (2) Improving current response times; (3) Evaluating the location of current fire stations; (4) Improving the Insurance Services Office (ISO) rating; (5) Updating Fleet and Equipment Replacement policies; (6) Augmenting staffing and gain an understanding of comparable compensation of Fire Rescue personnel; and (7) Exploring alternative funding and governance options for fire service delivery.

Expert Witness Services in Support of Litigation, Claims, or other Formal Cases relating to Management Consulting.

One of the best ways of showing our experience in complying with regulatory requirements is the fact that GSG has been designated by the Courts as an expert witness in the development of special assessment programs. GSG has proven that we provide competent, substantial evidence to support the case law requirements for using special assessments to fund the provision of stormwater and other services. Being acknowledged by the Courts as experts in developing and defending special assessments, we work with our clients to create an apportionment methodology that meets their specific goals while also satisfying case law requirements. In other words, we use the flexibility provided by the courts to assist our clients in meeting their objectives with an eye on potential legal challenges to maximize both the efficiency and the effectiveness of any defense.

GSG provided expert witness services and testified on behalf of the City of Palm Bay in *M. David Moallem, et al. v. City of Palm Bay, et al.*, Case No. 05-2017-CA-37868, consolidated with *City of Palm Bay, Florida v. State of Florida, et al.*, Case No. 05-2017-CA-041041, in the 18th Judicial Circuit, Brevard County, Florida. This case was specific to the updated stormwater utility program developed by GSG for the City of Palm Bay that was implemented Fiscal Year 2017-18. Based on evidence provided by GSG, the 18th Judicial Circuit validated the bonds and found that the City of Palm Bay's stormwater assessment program provided a special benefit and that the apportionment methodology was fair and reasonable to all citizens of the City. GSG also assisted Sarasota County and its legal counsel in addressing legal issues that were raised in the case of *State v. Sarasota County*, 693 So.2d 546 (Fla 1997), and *Sarasota County v. Sarasota Church of Christ*, 667 So.2d 998 (Fla. 4th DCA 2000). GSG has also provided evidence to support local government litigation in front of the Florida Supreme Court.

Advisory and Assistance Services relating to a Customer's Mission-Oriented Business Programs or Initiatives

GSG's experience in providing exemplary services to the FGUA and the Walton County Sheriff's Office (Sheriff's Office) clearly demonstrates GSG's ability to provide critical services to assess current processes and identify productivity improvements. Another recent example is GSG's services to Citrus County, Florida. In a study conducted for the Citrus County Board of County Commissioners, GSG assisted the County Manager's Office and the Sheriff's Office in the operational review of the Citrus County Detention Center. The Detention Center is operated by a third-party private contractor. The Team provided: (1) critical insights on current operations; (2) review of key performance indicators; (3) an assessment of staffing and deployment schedules;; (4) a detailed



review and comparison of services outlined in the contractual agreement and actual services provided by the vendor; (5) observations and recommendations.

Working under as a subcontractor to Thomas Howell Ferguson P.A. (THF), GSG assisted THF with an engagement for the Florida Commission for the Transportation Disadvantaged (FCTD). The THF Team (Team) conducted an assessment and analysis of the current rate model used to manage the disbursement of State grant funds for the coordination of transportation services to ensure cost-effectiveness and to comply with Florida Statute and Florida Administrative Code. Our analysis included an understanding of Florida Statute 427.013, Chapter 41-2 Florida Administrative Code, and the duties and responsibilities of FCTD. Our approach included interviews with program administrators, a review of relevant documentation, and other applicable methods as needed to document and communicate related findings and recommendations.

Systems Alignment and Consolidation

Consolidation and centralization are methods of combining the functions of several departments of an organization into a single department. As noted previously, by forming the FGUA, GSG provided technical and operational assistance to these counties in their effort to leverage resource sharing to provide drinking and wastewater service to their citizens at a lower cost and focus on improved services. The FGUA experience is a great example of how GSG has provided and continues to provide a regionalized solution to the delivery of water and wastewater services.

Another great example of GSG's services is the recently completed independent review and analysis of Nassau County's School Concurrency policies. The project required working aligning priorities of multiple governmental organizations - the Board of County Commissioners, the Elected Superintendent of the Nassau County School District, and two municipal government in Nassau County. The GSG team had to coordinate efforts amongst the government entities. As part of the project, GSG provided numerous observations and recommendations to drive efficiencies, improve processes, reduce the backlog, and improve customer service. The project required a working knowledge of Florida Statutory Requirements, Florida Department of Education guidelines, Comprehensive Plan Requirements, and Inter-local Agreements.

Comprehensive Grants Management Services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs



As previously mentioned, GSG is currently under contract as a subcontractor to THF to provide financial auditing services for the Florida Division of Emergency Management ("Division") for the Presidentially-declared Emergencies ("EM") and Major Disasters ("DR") related to Tropical Storm Fay to Hurricane Michael. We are a recognized leader in

the management of FEMA's Public Assistance grant program. We have thoughtfully built our team to ensure that FDEM will not have gaps in the excellent services they expect. From pre-event development to closeouts and appeals, we have staff with the experience and knowledge necessary to ensure the highest quality service to the client.

Representative Project Experience This is not an all-inclusive list



GOVERNMENT SERVICES GROUP, INC.

Our team has managed or closed-out hundreds of FEMA project worksheets and recovered millions of dollars for over 60 Florida sub-recipients, including State Agencies, Counties, Cities, and Non-Profits. Included in these project development totals, our staff has managed monitoring projects, restoration projects, and disaster mitigation projects for 20 Presidentially declared disasters. The project services include FEMA grant life-cycle administration. For example, our team is involved in various aspects of grants compliance from pre-award eligibility determination to duplication of benefit analysis to Davis-Bacon compliance to project closeout. This project requires a detailed working knowledge of FEMA’s *Public Assistance Program and Policy Guide*, 44 CFR, 2 CFR Part 200, debris monitoring requirements, time-tracking, reporting, and reimbursement.

Housing Rehabilitation: Assist with securing and administering federal and state programs to rehabilitate homes for low-to-moderate-income households. Programs include the Community Development Block Grant (CDBG) Program, Neighborhood Stabilization Program, State Housing Initiative Program, and the Housing Choice Voucher (HCV) Program.

Neighborhood Revitalization: Assist with securing and managing State and Federal grant programs for infrastructure improvements and developments for low-to-moderate-income residential communities. Activities include, but are not limited to, water, wastewater, sidewalks, and beautification programs.

Economic Development: Establish public/private partnerships to attract businesses to locate and/or expand in a particular community. Economic Development includes planning, securing much-needed resources for local communities, and funding infrastructure development programs and incentive packages for businesses' job creation.

Commercial Revitalization: Development of applications for HUD CDBG Grant funding for limited rehabilitation and Façade improvements for designated downtown commercial areas.

Disaster Recovery: Comprehensive assistance to governmental entities for the implementation of large-scale federal disaster recovery programs such as the Community Development Block Grant (CDBG) Disaster Recovery Initiatives. Disaster Recovery projects include rehabilitation and housing replacement, rehabilitation of single-family and multi-family housing units, infrastructure, public facilities, and Affordable Housing.

Intake and Eligibility: Assist governmental entities and private businesses serving governmental entities in the analysis of grant participants for eligibility in receiving grant assistance from federal and state programs in areas such as housing rehabilitation and disaster recovery. Also included is project analysis to ensure it meets all federal and state grant requirements for funding.

Environmental Review: Assist with preparation of documents or oversight of contractors providing environmental review services necessary to receive a Finding of No Significant Impact for federally funded grant programs.

Davis-Bacon Labor Standards: Provide services necessary to ensure compliance with this standard on federally funded construction contracts. Services include, but are not limited to, ordering wage decisions, adding additional job classifications when needed, review of certified payrolls, on-site employee interviews, providing technical assistance to contractors, developing corrective action plans and ensuring all Davis-Bacon Labor Standard documents are included in bid documents.

have vast experience in working with state and local governments. We have assisted hundreds of local government policymakers and managers with improving their respective agency's management, organizational structure, and operations. We have provided sound financial and cost-based analysis, feasible solutions, and assisted in implementing program enhancements, program staffing needs, or service alternatives. The GSG Team includes personnel within all of the areas of expertise required to provide Customers with management consulting services through the State Term Contract with the Department of Management Services. The following table maps our proposed staff’s experience against the requested management consulting services. The personnel listed are representative of GSG’s capabilities.

GSG Team members have over 25 years of experience in providing the services outlined in the adjacent table.

About Our Project Team

We structured our project team with our most experienced resources to provide the state with immediate access to the best possible technical expertise. The GSG team does not just offer advice to governments; our staff has served many different levels in government service, so we understand the unique and ongoing challenges every government faces. Our project team members

Potential Customer Needs Outlined in the RFP	Robert Sheets	Camille Pawlik	David Jahosky	Steve Spratt	David DiLena	Sandi Walker	Jeff Rackley	Xavier Rodriguez	Jay Moseley
Consulting on management strategy	✓	✓	✓	✓	✓	✓	✓		✓
Project management	✓	✓	✓	✓	✓	✓	✓	✓	✓
Program research, planning, and evaluations	✓	✓	✓	✓	✓	✓	✓	✓	✓
Provision of studies, etc. relating to Customer's mission oriented business programs	✓	✓	✓	✓	✓	✓	✓	✓	✓
Executive/management coaching services	✓	✓	✓	✓	✓				
Customized training to meet management consulting objective	✓	✓	✓	✓	✓	✓	✓	✓	✓
Assistance with policy and regulation development	✓	✓	✓	✓	✓	✓	✓	✓	✓
Assistance with process and productivity improvement	✓	✓	✓	✓	✓	✓	✓	✓	✓
Expert witness services in support of litigation, etc. relating to management consulting	✓	✓				✓			
Advisory/assistance relating to Customer's mission oriented business programs	✓	✓	✓	✓	✓	✓	✓	✓	✓
Systems alignment and consolidation	✓	✓	✓	✓	✓	✓	✓	✓	✓
Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other State and Federal grant programs	✓		✓	✓	✓		✓		✓

Project Team Biographies

GSG has structured our Team to provide our most experienced resources to provide immediate access to the best possible technical expertise for our Customers. A successful project entails having the right staff – right when you need them. The GSG team meets and exceeds the minimum requirements, and more importantly, provides significant advantages to the state that are critical to this project's success.

Robert Sheets, CEO



As CEO of Government Services Group, Inc., Robert has spent more than 30 years providing financial and operational solutions as well as service delivery alternatives to local governments in Florida. He was one of the key architects in 1999 of the creation of the largest Single Purpose Government (SPG) for the delivery of water and wastewater. Robert has assisted more than 150 local governments, Special Districts, and the Department of Defense in contract management and compliance, management services, and utility acquisitions. He has overseen the development and funding analysis of numerous capital improvement programs for water, wastewater, roads, stormwater, septic tank conversion, and P3 initiatives for major planned communities, downtown redevelopment, and transportation.

Robert's experience in Florida includes playing an essential role in assisting local governments with the financial recovery from major natural disasters beginning with Hurricane Andrew. As an industry influencer and advocate for best practice, Robert was a leader in passing key legislation, authorizing the creation of Special Financing Authorities for the issuance of "Structured Financing," allowing governments to utilize lower-cost bond financing for water and wastewater projects.

- Oversees the statutory adherence to the Florida laws pertaining to the levying of over 2 million parcels to ensure local governments a 100% collection rate on assessments of over \$300 million annually.
- Served as contract and compliance monitor between the Florida Governmental Utility Authority (FGUA) and the Department of Defense (DOD) for all financial, operational, environmental, and safety components of a 50-year lease for all utility infrastructure at MacDill Air Force Base, Tampa, Florida.
- Served as "Owners Representative" for one of the largest single-purpose governments with no employees. All services are contracted out. Mr. Sheets serves as the leader of a team of subject matter experts responsible for financial, operational, CIP, environmental, and federally funded projects. This responsibility includes ensuring compliance with provisions of bond covenants exceeding \$500 million.

Camille Pawlik, Principal and Senior Advisor



Serving as Senior Advisor to Government Services Group, Inc. (GSG), Ms. Pawlik has a vast knowledge of the development, implementation, and maintenance of special assessment programs and databases for GSG clients. With over 25 years of local government experience, Ms. Pawlik has directed more than 1,000 special assessment programs. The new and annually recurring projects she has facilitated fund essential services for over 60 counties and 80 cities throughout Florida. She possesses a qualified understanding of the necessary technical and logistical interaction with

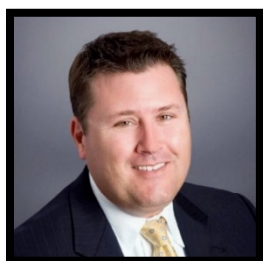
constitutional officers and policy, a key element in the successful implementation of the uniform method of non-ad valorem assessment collections outlined under Chapter 197, Florida Statutes.

Designated by the Courts as an “expert” in the development and implementation of special assessment programs, Ms. Pawlik has a demonstrated knowledge of the cost apportionment methodologies required to meet the case law criteria for valid special assessment programs. Ms. Pawlik has testified as an Expert Witness in several cases on behalf of local governments in defense of several special assessment programs. Her litigation accomplishments are noted below:

- Desiderio Corporation, et al. vs. The City of Boynton Beach, Florida, et al., 39 So.3d 487 (Fla. 4th DCA 2010)
Testified for defendant
- Roy’s Trailer Park, Inc., A Florida Corporation, d/b/a Roy’s Trailer Park vs. Monroe County, Florida, Case No. CAK 071505, 16th Judicial Circuit Court, Monroe County, Florida; *Testified for defendant*
- Keys RV/Mobile Home Condominium Association, Inc. vs. City of Marathon, Florida, Case No. 2008 CA 386M, 16th Judicial Circuit Court, Monroe County, Florida; *Testified for defendant*
- Islamorada, Village of Islands, Florida vs. The State of Florida and the Taxpayers, Property Owners and Citizens of Islamorada, Village of Islands, Florida (bond validation) *Testified for plaintiff*
- Monroe County, Florida, vs. The State of Florida, et al.
Case No. 2013-CA-000521, 16th Judicial Circuit, Monroe County, Florida; *Testified for plaintiff*
- Carl H. Martin, et al. v. Lake County, Florida, et al., Case No. 2009-CA-5295, 5th Judicial Circuit, Lake County, Florida; *Testified for defendant*

As a public speaker, Camille has delivered numerous presentations to city and county elected officials on topics related to non-ad valorem assessment programs and other alternative funding and service delivery issues. She has also delivered similar presentations to various statewide associations, including the Florida Association of Counties (FAC) and the Florida Governmental Finance Officers’ Association (FGFOA). Ms. Pawlik holds a Bachelor’s degree in Political Science (BS), as well as a Master’s degree in Political Science with a Certificate in Public Administration (MPA) from the University of Florida.

David Jahosky, Managing Director



Mr. Jahosky oversees the Government and Community Services Division of Government Services Group, Inc. (GSG) and brings 26 years of experience serving various State of Florida Departments, Agencies, Special Districts, and local governments. David has successfully delivered over 200 government engagements since 1994. Before joining GSG in July 2017, David spent almost 14 years at KPMG and eight years at DMG-MAXIMUS, providing high-quality services to local governments.

David delivered cost allocation, cost of services, and cost optimization presentations to various statewide associations, including the Florida Association of Counties (FAC) and the Florida Governmental Finance Officers’ Association (FGFOA). David was also a National Instructor for KPMG teaching project management and cost accounting for State and Local government clients.

David brings highly specialized experience helping local governments become more efficient and focused on everything from staffing analysis to program and infrastructure funding and accounting. From studies to identify

cost optimization and revenue recovery to grant compliance and performance audits, David has helped local, and state governments develop the processes and policies necessary for greater efficiency in both human and financial resources. As important, he has helped them develop performance measures to ensure that goals and projects are met. His experience supporting local governments uniquely qualifies him to facilitate community services, including disaster recovery, neighborhood stabilization, and revitalization and economic development.

- Oversight and management of the project team working with Florida's Executive Office of the Governor on natural disaster recovery efforts that impacted many local governments throughout the State of Florida. Supervising the grants management and financial validation consultants who primarily support state and local governments seeking FEMA Disaster Response reimbursements. Currently serving the Engagement Managing Director for Community Development Block Grant (CDBG) or grants administration services for several Florida government clients.
- Oversees the strict statutory adherence to the Florida laws for levying of over 2 million parcels to ensure local governments a 100% collection rate on assessments of over \$300 million annually.
- David served as the Regional Engagement Director for over 40 performance audits of entities awarded grants from the US Department of Energy (DOE) under the American Recovery and Reinvestment Act.
- While working at a "Big Four" Accounting Firm's, David led the team review of sub-recipient file reviews of compliance with duplication of benefits analysis requirements under the CDBG Disaster Recovery programs for homeowner housing rehabilitation activities. The analysis included a review and documentation of available information for nearly two thousand individual applications in over 19 sub-recipient locations throughout the State of Florida. The effort was required to be completed within 35 calendar days. The outcome was the team assisted the State Agency with resolving issues including eligibility determination, duplication of benefits, accounting procedures processes to analysis of potential disallowed costs. The team's effort provided supporting documentation that helped the Agency negotiate and reduce its disallowance from over \$50 million to less than \$1 million.

Stephen Spratt, Vice President



Stephen M. Spratt brings 31 years of extensive public executive management experience in large complex county governments to his position as Vice President for Municipal Services Division at Government Services Group, Inc. (GSG). He developed varied skills in one of the largest local governments in the country, Miami-Dade County, serving as Budget Director and Assistant County Manager. While Steve acquired expertise in taxation and large size governmental budgeting, he also pioneered innovative service programs and workforce efficiency projects. He was chief executive – County Administrator – of the sixth-largest Florida county government, Pinellas County, for six years. As the VP for GSG, Steve provides specialized management consulting to local governments and contracted public services management. Mr. Spratt serves as the System Manager for the Florida Governmental Utility Authority (FGUA), managing over 70 full-service water and sewer utility operations.

- On behalf of the Florida Governmental Utility Authority (FGUA), provided management and supervision for the acquisition of the largest private investor-owned utility in Florida, Aqua Utilities of Florida. The effort involved complex bond financing and the coordination and communication with 15 local

governments to obtain their consent for the acquisition and to obtain resolutions of support or negotiated interlocal agreements.

- Provided management oversight of the successful negotiated \$200 million, a 50-year partnership agreement with the Federal government for the ownership, operation, and improvement of the water and wastewater systems at MacDill Air Force Base. Provide ongoing management oversight of this contract.
- Led a successful county-wide campaign to secure voter approval for renewal of one-cent local option infrastructure sales tax, which generated \$1.9 billion in revenue over ten years for capital improvements for Pinellas County local governments.
- Launched an award-winning innovative employee efficiency program with public employees competing against private contractors; this “Bid-to-Goal” with the “gain sharing” concept has resulted in taxpayer savings exceeding \$1 million annually.
- Successfully managed extraordinary private corporate business growth (240%) and profitability for the municipal services practice of Government Services Group, Inc.

David DiLena, Director of Financial Services



David DiLena focuses on managing over \$500M in assets and revenue bonds for the Florida Governmental Utility Authority (FGUA), a special purpose government spanning 14 counties in Florida. FGUA is one of GSG’s largest multi-county governmental clients.

David offers diverse expertise to his role for Government Services Group, Inc. During a career that has spanned more than 17 years, he has gained broad experience in audit, tax, and utility experience with a concentration in the water & wastewater industry within a multi-state environment in both the private sector and government sector. As

an Accounting professional with a blend of experience in public accounting and the manufacturing, health care, and utility industries, Mr. DiLena has been responsible for financial statement preparation and presentation, budget preparation, due diligence in utility acquisition, contract negotiation, and multiple bond issuances and refunding’s. Mr. DiLena has been a Chief Financial Officer and Partner within the water and wastewater industry for more than ten years.

- Managed annual budgets and rate hearings for FGUA’s \$80M operating and \$55M capital budgets.
- Completed the acquisition of the Aqua Florida Utility Systems, which increased customer connections by 32% and annual revenues from \$51M to \$80M.
- Completed the merger and acquisition of the Mad Hatter Utility Systems, which increased customer connections, financial strength, and system reliability within FGUA’s Consolidated Utility System.
- Negotiated cost-effective operations contracts for the largest vendor of the FGUA.
- Participated and conducted bond rating calls with Moody’s, Standard & Poor’s, and Fitch and successfully strengthened the credit ratings on various bond issuances and refunding.
- Successfully increased the FGUA from seven separate enterprise systems to 10 separate enterprise systems in three years.
- Managed annual financial reporting requirements with awards for excellence in financial reporting from the Government Finance Officers Association.

Sandi Walker, Assistant Director, and Senior Project Manager



Sandi Walker is the Assistant Director and a Senior Project Manager for the Government Services Division at Government Services Group, Inc. (GSG). With over 25 combined years of extensive experience and knowledge of local government, Ms. Walker's skillfulness is indispensable to GSG. As Assistant Director, she oversees and monitors the progress of all workflow and project scheduling between the consulting team and technical support. Ms. Walker also advises the consulting Team and Client regarding any schedule modifications, requests for additional data, and clarification on information that is used in the finalization of reports and other documents. Ms. Walker helps to

facilitate projects and provides quality control.

Ms. Walker has served as the project manager on over 75 service and capital assessment programs for governmental entities throughout Florida. Along with her vast knowledge of special assessments, Ms. Walker has over 17 years in the legal field with over nine years of experience as a paralegal to law firms representing various governmental entities. Ms. Walker has been designated by the Court as an "expert witness" in the development and implementation of government special assessment programs and other alternative revenue sources. She has testified as an expert witness and demonstrated knowledge of the special benefit and the fair and reasonable apportionment required to meet case law requirements for a valid special assessment program.

- Serves as liaison for internal departments for complete support, coordination of workflow and project scheduling. Involved in the development of over 75 special assessment programs, including fire services, stormwater services, street lighting services, neighborhood improvements, roadway improvements, water and wastewater services, and canal dredging projects.
- Develops training materials and conducts training sessions for special assessment customer service phone banks. Established a project tracking system for monitoring status and quality control. Created and maintains checklists to ensure all legal requirements are met, eliminating possible program risks.
- Litigation Accomplishments: M. David Moallem, et al. v. City of Palm Bay, et. al., Case No. 05-2017-CA-37868, consolidated with City of Palm Bay, Florida v. State of Florida, et al., Case No. 05-2017-CA-041041, in the 18th Judicial Circuit, Brevard County, Florida Testified for City of Palm Bay, Florida

Jeff Rackley, Senior Project Manager



Jeff Rackley is a Senior Project Manager in the Government Services Division at Government Services Group, Inc. (GSG). Mr. Rackley has over 15 years of experience working with state and local governments specializing in budgeting, finance, procurement, contract negotiations, contract management, and project management. Since joining GSG, his work has been focused on the city, county, and special district revenue enhancement projects. Mr. Rackley has worked on over 100 capital and service assessment programs for governmental entities throughout Florida. Before joining GSG, Mr. Rackley worked for the State of Florida's Department of Management

Services, a large agricultural company, and has also owned and operated a small business.

- Involved in over 100 local government non-ad valorem special assessment and revenue enhancement projects, including over 60 fire assessment projects.

- Responsible for the procurement, negotiations, and contract management of enterprise-wide hardware, software, and telecommunications contracts with an annual expenditure of over \$550 million and an estimated annual saving of approximately \$150 million.
- Awarded the Department of Management Services' Secretary RAVE Award and Davis Productivity Award for outstanding performance relating to the MyFloridaNet IP Core Routed Network procurement project.

Xavier Rodriguez, Database Analyst



Xavier Rodriguez is a Database Analyst in the Government Services Division at Government Services Group, Inc. (GSG). With over ten years' experience in intelligence analysis, Mr. Rodriguez understands geographical information systems (GIS) and solves a wide range of practical problems through location analytics. As a database analyst, he is responsible for ensuring the accurate development and maintenance of project data for GSG clients. Mr. Rodriguez defines and manages the database organization, standards, controls, and procedures. Before GSG, Mr. Rodriguez provided complex computer-programming support for full-scale fraud and abuse investigations.

- Obtain real property data maintained by County Property Appraisers. Collaborate with project managers on the development of complex rule sets through data analysis. Design, develop, and maintain web applications.
- Devise and create necessary visual maps and graphs, using GIS software, related applications, and map datasets. Diagnose data needs and provide ongoing technical support for project requirements and required outputs for client vendors.
- Assisted with an audit of Medicaid claims recovering millions worth of Medicaid overpayment.
- Accelerated management reviews by acquiring, storing, organizing, and delivering information.
- Designed and streamlined complex work processes causing 80% more efficiency.

Jay Moseley, Project Manager



James F. "Jay" Moseley is a Project Manager for the GSG. Mr. Moseley has over 20 years of experience in disaster recovery, housing rehabilitation, neighborhood stabilization, economic development, project administration, and managing various aspects of grants from pre-award to closeout. Mr. Moseley began his career as a consultant, involved in grant-related projects, government project administration, and managing multiple projects within relevant grant-related guidelines.

Mr. Moseley was also the project inspector for Universal Engineering Sciences, Inc. In that role, he was responsible for inspecting major projects such as schools, hotels, conference centers, hospitals, and bridges. He inspected and reported on all aspects of the construction process, including foundations, soils, concrete, structural steel, and roof systems. Along with inspections, his responsibilities included facilitation between the owners, engineers, and contractors. His experience includes:

- Managed Neighborhood Stabilization projects in Citrus and Alachua Counties.
- Managed Housing Rehabilitation projects in Alachua and Wakulla Counties

- Managed the DREF project in St. Lucie County.
- Manages Housing Rehabilitation projects in Jefferson, Taylor and Wakulla Counties
- Managed previous disaster projects after multiple hurricanes in 2004.
- Managed disaster recovery projects in Desoto County and Charlotte after Hurricane Charley.
- Provided construction management, inspection, and Davis- Bacon Compliance monitoring in Lake Butler for the City's Commercial Revitalization Community Development Block Grant (CDBG) project.
- Managed disaster recovery projects in Key West after Hurricane Wilma. Projects included single and multi-family projects.
- Managed multiple housing projects for Alachua County and Jefferson County, along with a disaster project in Jefferson County after Hurricane Fay.

PROPOSED SOLUTION/SERVICES

IN ITS TECHNICAL PROPOSAL, THE RESPONDENT SHOULD FULLY DESCRIBE ITS PROPOSAL FOR CARRYING OUT SERVICE CATEGORY 1 SERVICES, WHICH DEMONSTRATES THE RESPONDENT'S ABILITY TO PROVIDE THE SERVICES FOR WHICH RESPONDENT IS SUBMITTING A PROPOSAL, INCLUDING THE ABILITY TO PROVIDE THE SERVICES STATEWIDE AND TO OFFER DIVERSE KNOWLEDGE AND SKILLSETS. THE RESPONDENT MAY DEMONSTRATE ITS PROPOSAL FOR PROVIDING SERVICES BY PROVIDING RELEVANT INFORMATION FOR CONSIDERATION INCLUDING, BUT NOT LIMITED TO, DESCRIBING A GENERAL APPROACH TO HOW SERVICE CATEGORY 1 WILL BE PROVIDED, DESCRIBING STAFFING, AND/OR PROVIDING RESUMES.

We believe that the quality of our services separates us from our competitors. GSG has established rigorous standards against which performance is measured so that quality drives everything we do. We have proven organizational and functional processes to maintain the quality of our work and deliverables issued. In addition to our internal quality controls and processes, we recognize that the ultimate measure of any project's quality is to meet task requirements and to ensure that the client is satisfied. To that end, our quality control approach integrates quality throughout the project life cycle, in tandem with our project management methodology. Our methodology is based on aggressively planning, monitoring, assessing, and improving our performance to meet and exceed client expectations.

GSG's overall approach to project management and delivery of the requested services will be based on lessons learned from our prior experience providing these services for similar projects. The project approach for each Customer will be designed and structured based on GSG's experience and the necessary work effort that we believe needs to be performed to guarantee each Customer the greatest likelihood of success. GSG realizes that every project is an ever-changing entity, requiring a dynamic management approach. To address this, we monitor the project and adjust all aspects of the project delivery to address any issues and adjust our processes, to keep all projects moving forward without sacrificing success. We believe that several aspects of our overall approach to conducting this engagement will positively impact the project's successful outcome. Our team will produce results that are accurate and concrete, substantive, defensible, and can be implemented.

Project Management

One critical success factor in conducting a project of this nature in an efficient, timely, and effective manner is project management. Our project management approach ensures: (1) efficiencies can be achieved in the gathering and analysis of information; (2) disruption to the daily operations of the client can be minimized, and

(3) subsequent and concurrent tasks can build upon the results of earlier ones so that backtracking and redundant work effort is avoided.

Information Gathering

Equally important to the success of the project are the methods that we will use to collect, analyze, and present information to formulate findings and develop acceptance of recommendations. We leverage prior project results and experience to enhance and fine-tune our information gathering tools and techniques.

An Inclusive, Stakeholder-Oriented, Project Approach and Methodology

Employee involvement and close contact with the project manager are critical components of any project. As previously mentioned, GSG annually manages over 100 projects to fund essential services and capital projects for cities, counties, and special districts in Florida. The foundation for our project management approach is based on the principles outlined in the *Project Management Body of Knowledge (PMBOK®)* as published by the Project Management Institute, as illustrated below:



We individualize and manage each project’s scope, schedule, and budget. GSG will ensure scopes of work are as detailed as possible and discrete deliverables are included to monitor, evaluate, and report on the progress of deliverables, budgets, and schedules. GSG has provided a representative work plan and approach.

Initiating Phase

In the *Initiating Phase*, GSG and the Client will formally start the project. Depending on the nature of the project, requirement gathering, and analysis are performed in this phase. Depending on the level of complexity and size of the project, a *Project Charter* will be provided to the Client. GSG will conduct an initial “kick-off” meeting with the Customer to review the project objectives, work plan, schedule and deliverables and ensure mutual understanding on as many aspects of the project as possible before proceeding.

Phase Result or Deliverable: Based on the results of the initial kick-off meetings, GSG will issue or provide an amended data request list for the Client’s review. GSG will also identify the Client Stakeholders, develop an initial project schedule, and schedule meeting dates or onsite interviews and data collection.

Planning Phase

In the *Planning Phase*, a project management plan is completed and provided to the Client. Typical activities in this phase are: (1) Refinement of the proposed project tasks and confirmation of the schedule and milestones; (2) Scheduling meetings with Stakeholders and planning dates of important milestones; (3) Confirming the Client and Stakeholders preferred modes of communication, and; (4) Collaborative development of the Project Risk Register taking into consideration milestones, deadlines, and important deliveries.

Phase Result or Deliverable: Based on the results of these activities, GSG will prepare an issues list that will provide the basis for subsequent analytical steps. The project team will also finalize the project work plan, including the project deliverable schedule. Additionally, GSG will provide the Client with the Risk Register to mitigate risks throughout the project.

Project Execution Phase

During the *Project Execution Phase*, GSG will prepare and complete the project objective, adhering to the project plan previously discussed. The following tasks outline a sample project approach.

Task 1: Data Collection and Evaluation

Obtain and evaluate existing documents, ad valorem tax roll information, fire call data, agreements, reports, levels of service, multi-year budget requests, projected long-term capital needs, and other data as needed.

Task 2. Analysis of Current Operations or Existing Conditions

Develop an understanding of the operations, deployment, equipment, budget, the level of participation, training, workload, and other key descriptive elements of service(s) under review. We will collect financial and operational data from the Client as applicable.

Task 3: Review and Evaluate Outstanding Issues

Review and evaluate outstanding issues and assist the Client in identifying policy implications.

Task 4: Identify Full Costs of Service

As applicable, determine the full cost of services, using the Client's most current financial information, including direct and indirect costs. GSG will develop pro forma budgets and cost assumptions for providing fire rescue services, including the cost of staff, benefits, operations, supplies, and capital items.

Task 5: Create Preliminary Analysis

Analyze cost data, service level information, key performance indicators, and other operating measures. GSG will evaluate and, if appropriate, make recommendations, or request supplemental information.

Task 6: Identify Service Delivery Issues

Identify delivery issues that may affect the Client's ability to provide efficient or effective service delivery. GSG will provide the Client with alternatives for providing services, including organizational structure and compare the alternatives to the status quo service delivery and structure. Compare alternatives to the status quo.

Task 7. Identify Funding Alternatives for Providing Services

GSG will provide alternatives for funding fire rescue services for the various scenarios and costs of service developed in the prior Tasks. GSG will review current budget information, summarize current funding, and

analyze options available to the Client. GSG will compare the major revenue sources to revenue collections and provide an estimated impact of recommended alternatives to budgetary requirements

Task 8: Calculate Proforma Cost-Revenue Information

As applicable, calculate the cost -revenue requirements for the delivery of services currently being provided and provide a cost estimate or impacts for operational requirements at different scenarios. GSG will provide alternatives for funding services for the various scenarios and costs of service developed in the prior Tasks. GSG will review current budget information, summarize current funding, and analyze options available to the Client. GSG will compare the major revenue sources to revenue collections and provide an estimated impact analysis.

Task 9: Prepare and Present the Draft Report

Prepare and present a draft report for consideration by the Client. Present the initial findings and recommendations to the Stakeholders. GSG will review results and discuss the tentative findings with the Client. Following this, GSG will prepare revisions to the tentative analysis as needed. As needed, GSG will conduct community outreach or educational campaigns, attend public workshops, or meet with stakeholders.

Task 10: Prepare and Present the Final Report

After providing the Client with a draft report, GSG will meet and discuss the draft report with the Client and will update the Report based on Stakeholder feedback. GSG will participate in discussions with Stakeholders to prepare for a formal presentation of the project findings. GSG will present the final report to the Client's management or leadership team.

Phase Result or Deliverable: Preliminary analysis, draft finding or recommendations, draft report, final report, presentation of final Report.

Representative Work Plan by Service Area

Work Plan by Service

Consulting on Management Strategy

Task 1: Data Collection and Evaluation
Task 2: Analysis of Current Operations or Existing Conditions
Task 3: Review and Evaluate Outstanding Issues
Task 4: Create Preliminary Analysis
Task 5: Identify Service Delivery Issues
Task 6: Prepare and Present the Draft Report
Task 7: Prepare and Present the Final Report

Project Management

Task 1: Define the Project Deliverables: This can be some sort of document or report, software, product, model, or all the above.
Task 2: Analysis of Current Operations or Existing Conditions
Task 3: Amend, Revise or Update the Project Timeline: e
Task 4: Develop Milestones: Due to the Project's duration and complexity, milestones are identified on the timeline and organized into manageable parts called tasks.
Task 5: Issue Project Management Reports. GSG will provide documents like the Project Charter, Risk Register, Communications Plan, and frequent Status Reports.
Task 6: Conduct Regularly Scheduled Status Report Meetings.
Task 7: Prepare and Present the Final Report

Work Plan by Service

Program Research, Planning, and Evaluations

Task 1: Data Collection and Evaluation

Task 2: Analysis of Current Operations or Existing Conditions

Task 3: Review and Evaluate Outstanding Issues, Client Documents, Program Requirements, Regulatory Guidance, Administrative Requirements, or Statutory Requirements

Task 4: Identify Cost-Revenue Requirements

Task 5: Create Preliminary Analysis and Identify Service Delivery Issues

Task 6: Develop Client focused Roadmap, Strategic Guidance Document or Requirements Documents for Potential Options or

Task 7: Prepare and Present the Draft Report

Task 8: Prepare and Present the Final Report

Provision of Studies, Analyses, Scenarios, and Reports relating to a Customer's Mission-Oriented Business Programs or Initiatives.

Task 1: Data Collection and Evaluation

Task 2: Analysis of Current Operations or Existing Conditions

Task 3: Review and Evaluate Outstanding Issues

Task 4: Identify Full Costs of Service

Task 5: Create Preliminary Analysis

Task 6: Identify Service Delivery Issues

Task 7: Identify Funding Alternatives for Providing Services

Task 8: Calculate Proforma Cost-Revenue Information

Task 9: Prepare and Present the Draft Report

Task 10: Prepare and Present the Final Report

Executive Management Coaching Services

Facilitate the development of an organizational strategic plan utilizing representatives of various levels within the organization. The process typically involves a two to three-day strategic planning session scheduled for consecutive days. Sessions may include the full group and breakout sessions to validate the organization's:

- Vision, Mission, and Values
- Conduct SWOT Analysis (Strengths, Weaknesses, Opportunities, Strengths)
- Confirm Session Goals and Objectives
- Define Key Performance Measurements
- Establish Short, Mid and Long-term Objectives
- Create a measurable and obtainable action plan
- Develop Implementation Road Map
- Create Implementation Teams
- Create Steering Committee to Monitor Progress and rectify challenges that may emerge

Consulting on Management Strategy

Task 1: Data Collection and Evaluation

Task 2: Analysis of Current Operations or Existing Conditions

Task 3: Review and Evaluate Outstanding Issues

Task 4: Create Preliminary Analysis

Task 5: Identify Service Delivery Issues

Task 6: Prepare and Present the Draft Report

Task 7: Prepare and Present the Final Report

Assistance with Policy and Regulation Development

Task 1: Data Collection and Evaluation

Task 2: Analysis of Current Operations or Existing Conditions

Task 3: Review and Evaluate Outstanding Issues, Client Documents, Program Requirements, Regulatory Guidance, Administrative Requirements, or Statutory Requirements

Task 4: Identify Cost-Revenue Requirements of the Program, Service, or Need. Create Preliminary Analysis

Task 5: Identify Service Delivery Issues, Regulatory or Program Requirements, or Challenges to Implementation

Task 6: Identify Funding Alternatives for Services

Assistance with Process and Productivity Improvement

Task 1: Data Collection and Evaluation

Task 2: Analysis of Current Operations or Existing Conditions

Task 3: Review and Evaluate Outstanding Issues

Task 4: Identify Full Costs of Service

Task 5: Create Preliminary Analysis

Task 6: Identify Service Delivery Issues

Task 7: Identify Funding Alternatives for Providing Services

Task 8: Calculate Proforma Cost-Revenue Information

Work Plan by Service

Task 7: Develop Client focused Roadmap, Strategic Guidance Document or Requirements Documents for Potential Options or

Task 8: Prepare and Present the Draft Report. Issue and Present the Final Report

Task 9: Prepare and Present the Draft Report

Task 10: Prepare and Present the Final Report

Expert Witness Services in Support of Litigation, Claims, or other Formal Cases relating to Management Consulting.

Task 1: Provide services as an independent professional for technical assistance and expert witness assistance.

Task 2: Work with Counsel to Prepare for Internal Meetings, Depositions, Preparatory Sessions, or Hearings.

Task 3: Prepare Graphic Designs and Exhibits as necessary.

Task 4: Provide Expert Witness Testimony at Depositions, Arbitration, Mediation or Courtroom settings.

Advisory and Assistance Services relating to a Customer's Mission-Oriented Business Programs or Initiatives

Task 1: Data Collection and Evaluation

Task 2: Analysis of Current Operations or Existing Conditions

Task 3: Review and Evaluate Outstanding Issues

Task 4: Identify Full Costs of Service

Task 5: Create Preliminary Analysis, Identify Service Delivery Issues, Identify Funding Alternatives for Providing Services.

Task 6: Calculate Proforma Cost-Revenue Information

Task 7: Present the Draft Report. Issue the Final Report.

Systems Alignment and Consolidation

Task 1: Data Collection and Evaluation

Task 2: Analysis of Current Operations or Existing Conditions

Task 3: Review and Evaluate Outstanding Issues

Task 4: Identify Full Costs of Service

Task 5: Create Preliminary Analysis

Task 6: Identify Service Delivery Issues

Task 7: Identify Funding Alternatives for Providing Services

Task 8: Calculate Proforma Cost-Revenue Information

Task 9: Prepare and Present the Draft Report

Task 10: Prepare and Present the Final Report

Comprehensive Grants Management Services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal Grant Programs

Based on our experience with Stafford Disaster Relief and Emergency Assistance Act in the State of Florida, we would perform the following tasks.

Task 1: Data Collection and Evaluation. Starting with the Pre-Obligation Process, which occurs before any funds are obligated by the State.

- a) Review the application to determine the project's eligibility.
- b) Perform a validation of costs to obligate eligible funds.
- c) Prepare a report to communicate to the State that the documentation supports claimed costs.

Task 2. Once the project is Obligated, initiate the Request for Reimbursement (RFR) Process.

- a) Validate costs associated with Force Account Labor, Force Account Materials, Force Account Equipment, Rental Equipment, Contracts and Direct Administrative Costs.
- b) Maintain correspondence and work with the applicant to obtain missing documents.
- c) Identify any over-runs or under-runs that must be approved by the applicant and State.

Task 3. Grant Closeout. The Closeout Process ensures that all costs are accurate and indicates to the State that the funds may be paid to the applicant. RFR reports are reviewed for quality assurance purposes prior to being issued to the Client.

Project Monitoring and Control Phase

During the *Project Monitoring and Control Phase*, GSG will provide frequent project status reports, both written and verbal, to communicate the project performance and progression following the approved project plan. GSG's project manager will work with the Client to verify changes or amendments to the scope of services. GSG will monitor the project's key performance indicators to confirm the project is delivered within the approved project budget and timeframe. GSG will leverage our project tools to: (1) Address issues collaboratively with the Client and in real-time to minimize delays, (2) Work with project stakeholders to model successful problem resolution strategies based on prior experience and lessons learned, and, (3) Provide formal or informal training to Client staff when necessary to ensure understanding of project components or recommendations.

We find that a detailed schedule that includes key tasks or deliverables with discrete dates and responsible parties is a valuable tool. Communication is an important key to successful project management, and GSG is accustomed to developing formal and informal communication processes and plans to ensure all stakeholders are engaged and aware. Project status reports will be prepared on a scheduled or ad hoc basis as determined by the scope of work. Meetings and conference calls will be documented with minutes and disseminated to all attendees with key decisions, or key inflection areas pointed out. We will also keep a weekly needs list or action items to ensure all items are addressed. Once any preliminary review has been completed

Phase Result or Deliverable: Project status reports, risk register updates, or other project management reports as needed.

Project Closure Phase

In the *Project Closure Phase*, the project is completed and formally closed. This phase includes a series of important tasks, such as delivering the final Report or making the final presentation of the project findings. During this phase, GSG confirms our Client's satisfaction with the project deliverables and acceptance of the Final Report. GSG's commitment to quality and developing a long-term relationship with our clients is a cornerstone of our project management philosophy. We work to exceed your expectations and confirm that the final project deliverables are completed correctly and completely. We believe the *Project Closeout Phase* should be a positive experience for our Client and GSG. We believe this final step is an opportunity to improve client satisfaction and the successful implementation of the project results.

Contract Attachment D

Authorized Services List

Category 1: Management Consulting Services

Government Services Group, Inc. has been awarded and therefore is Authorized to provide the Services listed below through State Term Contract No. 80101500-20-1 for Management Consulting Services, Section IV. e) Services:

- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

Contract Attachment E



Contractor Information Form

Contractors with an active state contract or agreement procured by the Division of State Purchasing should use this form to provide contact information for customers, which will be posted on the Department of Management Services (DMS) website. The form must be submitted to the assigned contract manager at the time of contract execution and whenever changes are requested by the contractor throughout the life of the contract.

***** PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY *****

Contract Name:	Management Consulting Services		
Contract Number:	80101500-20-1		
Contractor Name:	Government Services Group, Inc.		
FEIN:	59-3419105	*** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION ***	
Website:	www.WeServeGovernments.com		

Customer Contact

Contact for sales information, ordering, and billing questions.

Name:	David G. Jahosky			
Email:	djahosky@govserv.com			
Phone:	850-681-3717	ext.		
Address:	1500 Mahan Drive, Suite 250			
City:	Tallahassee			
State:	FL			
ZIP:	32308	+4:		

Contract Administrator

Contact for escalated customer needs.

Name:	David G. Jahosky			
Email:	djahosky@govserv.com			
Phone:	850-681-3717	ext.		
Address:	1500 Mahan Drive, Suite 250			
City:	Tallahassee			
State:	FL			
ZIP:	32308	+4:		

If there is additional information that you would like to make available to customers on the DMS website, please enter it in the field below. The assigned contract manager will review your request and notify you whether or not the information is approved for posting.

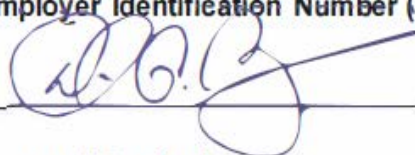
Contract Attachment F No Offshoring

The undersigned Respondent hereby attests that it will not perform any of the Contract services from outside of the United States, including not utilizing offshore subcontractors in the performance of a Contract award, and will remain in compliance with the subcontractor clause in the Contract.

Respondent Name: GOVERNMENT SERVICES GROUP, INC.

Respondent Federal Employer Identification Number (FEIN #): 59-3419105

Authorized Signature:



Print Name: David G. Jahosky

Title: Managing Director

Date: 4 MAY 2020

Contract Attachment G
Subcontracting

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation YES ____ NO ____ (place a checkbox where applicable). If not, Respondents are not required to complete the remainder of this form.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Office of Supplier Diversity
certification of woman-, veteran, or
minority-owned small business
enterprise Yes _____ No _____

W-9 verification: Yes _____ No _____

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.



Proposal to Serve the City of Deerfield Beach, Florida

Assistance with the American Rescue Plan Act

March 25, 2021

**Corporate
Headquarters**

1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
T 850-681-3717 | F 850-224-7206
Toll-Free 866-896-4747

**Longwood
Office**

280 Wekiva Springs Road
Protegrity Plaza, Suite 2070
Longwood, Florida 32779
T 407-629-6900 | F 407-629-6963



GOVERNMENT SERVICES GROUP, INC.

WeServeGovernments.com

Via Electronic Transmission

March 25, 2021

Ms. Stephanie Tinsley
Chief Financial Officer
City of Deerfield Beach
150 N.E. 2nd Ave.
Deerfield Beach, FL 33441

Re: American Rescue Plan Act ("ARP") Assistance

Dear Ms. Tinsley,

Per our discussion, I have attached our proposal to assist the City of Deerfield Beach (the "City") in providing ARP Assistance Services. Government Services Group ("GSG") is proposing to assist the City using the Florida State Term Contract 80101500-20-1 for Management Consulting Services. The State Term Contract allows governments to retain GSG to provide comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs. The Florida State Term Contract 80101500-20-1 is incorporated herein by reference and maintained in the Contract Manager's file.

We have provided a work plan, tailored to the City's needs. Please review the attached scopes of services. Upon review and satisfactory determination, please incorporate the attached scope of services and fee schedule into the City's preferred contract format. Based on the potential project duration and unknowns at this time, GSG has proposed a two-phased approach with fees provided for only Phase One at this time. At the conclusion of Phase One, GSG will provide the City with a fee proposal based on the City's approved ARP Plan. Execution of the contract that includes the attached scope of services and fee schedule will serve as proper notice to proceed. Upon execution, please provide us with a signed copy of the agreement for our files.

We are very excited about the opportunity to work with the City on this important initiative. Should you have any questions or concerns, please do not hesitate to contact me at (850) 681-3717 or djahosky@govserv.com.

Sincerely,



David G. Jahosky
Vice President

**Corporate
Headquarters**

1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
T 850-681-3717 | F 850-224-7206
Toll-Free 866-896-4747

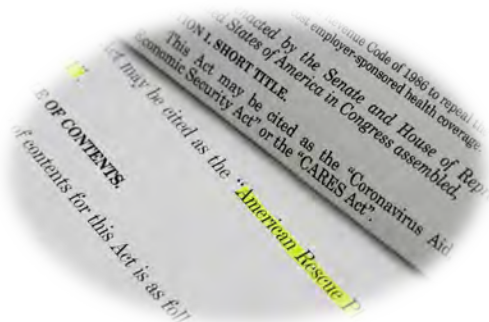
**Longwood
Office**

280 Wekiva Springs Road
Protegrity Plaza, Suite 2070
Longwood, Florida 32779
T 407-629-6900 | F 407-629-6963

American Rescue Plan Act

The American Rescue Plan Act of 2021, also called the COVID-19 Stimulus Package or American Rescue Plan ("ARP") is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Biden on March 11, 2021. The timing of guidance is predicated on the Act itself that stipulates the U.S. Treasury will disburse payments in two (2)

installments, or "tranches," with the first distribution no later than 60 days from the date of the enactment (May 10, 2021), and the second distribution no earlier than twelve months after the first payment. Below are a couple of main points from the American Rescue Plan:



1. Payment of Funds: Cities with populations over 50,000 ("metropolitan cities") and all counties that are units of general local government (which includes political subdivisions) shall receive direct payments from Treasury. Smaller cities ("non-entitlement units of local government") with populations under 50,000 shall receive the State's allocations. There will be two payments made as follows:

- First payment within sixty (60) days of enactment of the Act for fifty (50) percent of an entity's allocation, and
- Second payment no earlier than twelve (12) months after the date on which the first amount is paid for up to the remaining fifty (50) percent of an entity's allocation.



2. Use of Funds: There are three general uses of the funds under the Act:

- To respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- For the provision of government services to the extent of the reduction in revenue of such metropolitan City, non-entitlement unit of local government, or county due to such emergency; or
- To make necessary investments in water, sewer, or broadband infrastructure.

Critical Success Factors

Keys to Local Government Success

MAXIMIZE FUNDING ALLOCATION

By conducting an initial needs assessment, the local government can develop an implementation plan, identify strategies, priorities, and a program timeline.



MINIMIZE CLAW-BACK RISK

Minimize challenges by proactively identifying risks, eliminating duplication of benefit, and ongoing monitoring of program requirements.

PRESERVE PAYMENT ACCURACY

On-going and accurate supporting documentation for payments. Maintain fiduciary responsibility and due diligence. Disburse payments to those in need as soon as possible, without sacrificing transparency and accountability.



CONTINUOUS MONITORING & COMMUNICATION

Ongoing review of ARP-related transactions and supporting documentation. Active communication with internal departments, subrecipients, and stakeholders.

GSG recently assisted six Florida counties maximize over \$75 million in CARES Act funds. GSG provided a range of services from turnkey operations including:

- ✓ Eligibility determination,
- ✓ Development of application and program requirements,
- ✓ Small business and non-profit assistance,
- ✓ Individual assistance,
- ✓ Grants management, and
- ✓ Monitoring, reporting, and compliance services.

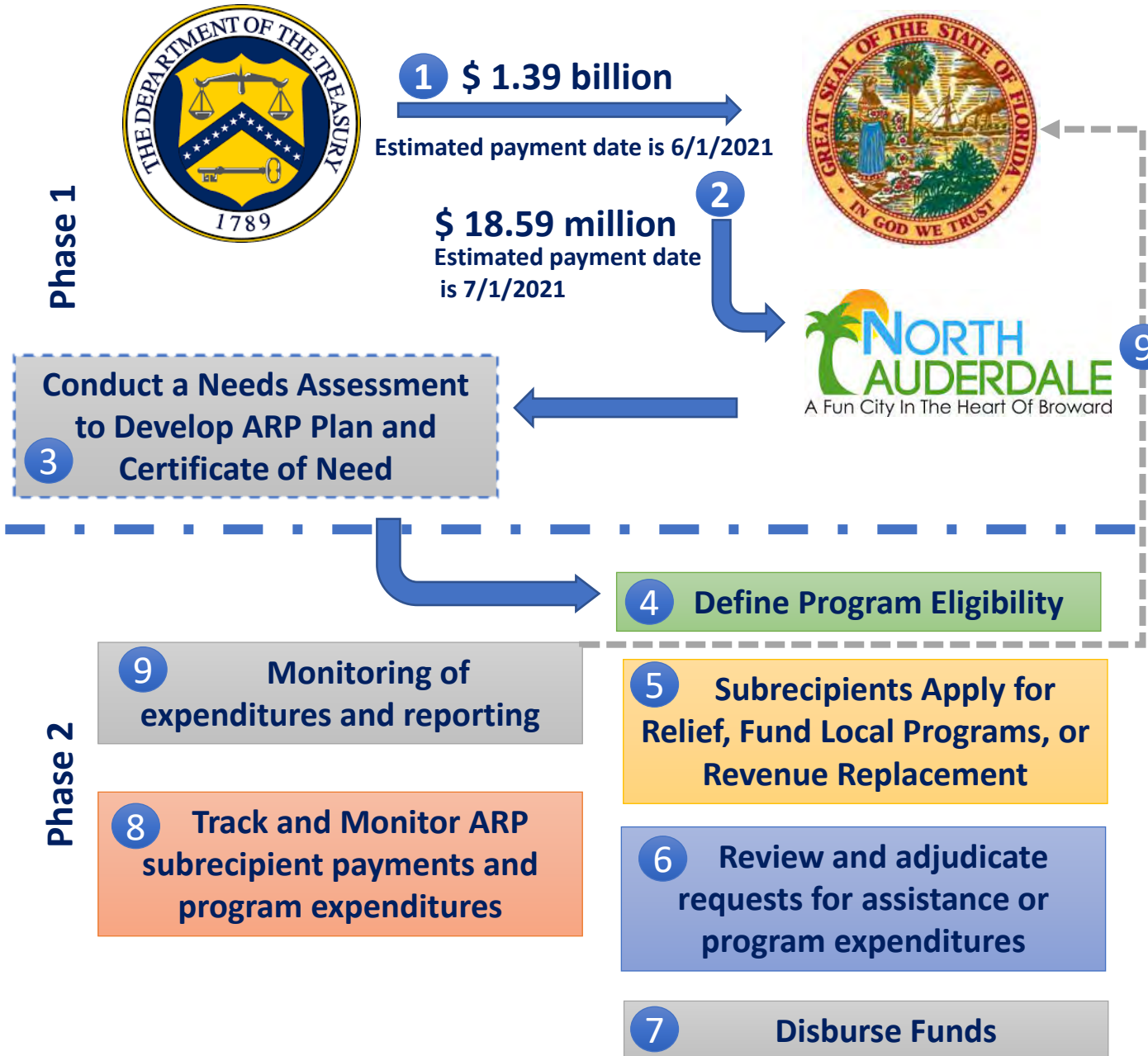
We believe the lessons we learned over the past year better positions GSG to bring value to our clients. Based on our prior experiences, we think there are four (4) critical factors to success. These are:

- ✓ Maximize the ARP Funding Allocation,
- ✓ Minimize the risk of the cognizant agency's claw back of funds,
- ✓ Preserve the accuracy of payments to subrecipients, including small businesses, non-profits, individuals, as well as confirming the eligibility of internal agency expenditures, and
- ✓ Provide continuous monitoring and open communication with Stakeholders.

The American Rescue Plan Act of 2021, also called the American Rescue Plan, is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Joe Biden on March 11, 2021.

Anticipated ARP Disbursement Process

The chart below illustrates the anticipated flow of funds from the US Treasury to the local government.



Project Management Approach



GSG's project management approach is based on successfully delivering services to 100 cities, 60 counties, and numerous special districts or state agencies in the State of Florida. We have leveraged our prior CARES Act experience and the lessons learned. Our goal is to exceed your expectations. We believe in doing the job right the first time.

As part of this engagement, GSG may utilize temporary positions on both a full-time and part-time basis. Where practical, we utilize local resources to assist in the delivery of our proposed ARP services. GSG successfully utilized local resources as part of our CARES Act delivery team.

As illustrated in the adjacent chart, GSG's approach is delineated in two Phases as follows:

Phase One

1. Initiation
2. Needs Assessment

Phase Two

3. Review Process
4. Disbursement of Funds
5. Reporting
6. Monitor Activities

Deliverables

At the conclusion of Phase One, GSG will provide the City with the results of its needs assessment in the form of an ARP Plan. The Plan will include the following categorical elements and a high-level analysis:

- ✓ Financial Estimates by Tranche
 - Public health emergency with respect to COVID-19 or its negative economic impacts,
 - Lost Revenue due to such emergency; and
 - Investments in water, sewer, or broadband infrastructure.
- ✓ Strategic Road Map
 - Priority listing in implementing the City's Plan,
 - Timeline for completion;
 - Project management services, monitoring plan and ongoing communications plan; and
 - Estimate of fees and resources required to implement the Plan.

Fees, Billing and Schedule

The pricing for Phase One will not exceed \$49,000. The fee is estimated on a blended rate of \$175/hour for 280 hours. We estimate Phase One will take 60 days to compete from project initiation. GSG is ready to commence within 10 days of a notice to proceed. An estimate for Phase Two will be provided at the conclusion of Phase One.

GSG will invoice monthly for actual hours and expenses incurred in the prior month. Our fees are based on our State Term Contract Rates as noted below:

Position Title	State Contract Hourly Rate
Principal	\$250
Senior Consultant	\$185
Consultant	\$150
Junior Consultant	\$115

Contract Details can be found through the link below:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/management_consulting_services2



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1119

Agenda Date: 3/15/2022

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 Special Event Permit Application submitted by Surfers for Autism for the 13th Annual Surfers for Autism Event at Deerfield Beach, 149 SE 21st Avenue, on Friday, April 29, 2022 through Sunday, May 1, 2022; approving a waiver of fees; providing for an effective date. (Fiscal Impact: \$4,810.10 - Parking, Showmobile, & Salary)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Cost: 1,556.10 (Staff Overtime)

Account Name: Regular Salary - Surfers for Autism

Account Number: 001-7005-579-10-02

Background/History

Surfers for Autism (the "Applicant") intends to hold its 13th Annual Surfers for Autism Event from 2:00 p.m. on April 29, 2022 through 12:00 p.m. on May 1, 2022 (the "Event") at Deerfield Beach, 149 SE 21st Avenue. The Surfers for Autism Event has been hosted at Deerfield Beach for the past 12 years.

According to the Special Event Permit Application submitted by the Applicant (the "Application"), the Event will consist of a beach and surf festival for children and young adults with special needs.

Current Activity

The Applicant intends to serve alcohol at the Event, requiring City Commission approval for the Event in accordance with Section 2-542(a)(16) of the City Code. The Applicant is requesting use of the City's Showmobile from 10:00 AM to 9:00 PM. The Applicant is requesting a waiver of parking fees, the Showmobile rental fee, staff fees, and other fees pertaining to the Event for a total of \$4,810.10 in fee waivers (collectively, the "Fee Waiver"). Below is a breakdown of the fees:

Location:	Main Beach Parks Lot			
Date	Time	Rate	# of Spaces	Total
4/29/22	6:00pm-10:00pm (4 hrs)	\$3	19	\$228
4/30/22	8:00am-10:00pm (14 hrs)	\$3	19	\$798

Location:	Ocean Way (Hillsboro to Se 2nd St.)			
4/29/22	6:00pm-10:00pm (4 hrs)	\$3	32	\$384
4/30/22	8:00am-10:00pm (14 hrs)	\$3	32	\$1,344
	Showmobile			
		\$500		\$500
Staff Fee:		\$1,556.10		
Total Waiver of Fee:				\$4,810.10

Recommendation

Staff recommends City Commission approve the Application. This event has been appropriately budgeted for FY22, including the Fee Waiver.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY SURFERS FOR AUTISM FOR THE 13TH ANNUAL SURFERS FOR AUTISM EVENT AT DEERFIELD BEACH, 149 SE 21ST AVENUE, ON FRIDAY APRIL 29, 2022 THROUGH SUNDAY MAY 1, 2022; APPROVING A WAIVER OF FEES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Surfers for Autism (the “Applicant”) intends to hold its 13th Annual Surfers for Autism Event from 2:00 p.m. on April 29, 2022 through 12:00 p.m. on May 1, 2022 (the “Event”) at Deerfield Beach, 149 SE 21st Avenue; and

WHEREAS, according to the Special Event Permit Application submitted by the Applicant (the “Application”), the Event will consist of a beach and surf festival for children and young adults with special needs; and

WHEREAS, the Applicant intends to serve alcohol at the Event, requiring City Commission approval for the Event in accordance with Section 2-542(a)(16) of the City Code; and

WHEREAS, the Applicant is requesting use of the City’s Showmobile from for the Event; and

WHEREAS, the Applicant is requesting a waiver of parking fees, the Showmobile rental fee, staff fees, and other fees pertaining to the Event for a total of \$4,810.10 in fee waivers (collectively, the “Fee Waiver”); and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application, including the Fee Waiver, subject to compliance with all applicable federal, state, and local laws.

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

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

Section 2. The City Commission hereby approves the Application for the Event, including the Fee Waiver, subject to compliance with all applicable federal, state, and local laws, the City’s special event regulations, and submission of the required proof of insurance and agreement to indemnify, defend, and hold the City harmless from claims related to the Event.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



SPECIAL EVENT APPLICATION

Application Information

Organization Name:	Surfers for Autism	Today's Date:	2/1/22
Contact Name:	Lauren Holman	Email Address:	lauren@surfersforautism.org
Contact Phone (Home):	801-502-5105	Contact Phone (Cell):	801-502-5105
Address:	2201 SE Indian St. H-16	Fax:	
City:	Stuart	State:	FL
		Zip Code:	34997
Is this Organization ☐ For Profit ☒ Nonprofit*			
*If Nonprofit, please include a copy of the IRS 501(c) tax exemption letter.			

Event Information

Name of Event:	13th Annual Surfers for Autism	Event Date:	4/29-5/1/2022		
Event Address:	Main Beach Parking Lot and Beach Area	City:	Deerfield Beach		
State:	FL	Zip Code:	33441		
Event Category:	Festival				
Purpose of Event:	Beach and surf festival for children and young adults with special needs.				
Description of Event:	Surfing, paddleboarding, games, music, food and exhibits.				
	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	4/29/22	Friday	2:00 PM	5:00 PM	20
Event Day 1	4/29/22	Friday	6:00 PM	10:00 PM	250
Event Day 2	4/30/22	Saturday	8:00 AM	10:00 PM	500
Event Day 3					
Break Down	5/1/22	Sunday	9:00 AM	12:00 PM	15
# of years event has been in existence?	15	Past Attendance:	2000		
Previous Location(s):	Same as above				
Property Owner's Permission					
I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above. City property exempt (no signature necessary).					
Signature of Property Owner:		Date:		Phone:	

Printed name of Property Owner:

Event Information
(Continued from page 1)

Will you require the use of a City park? If yes, please select park.

Will your event require the use of the beach? ☒ Yes ☐ No
 If yes, please make sure to follow the Special Events Permit Conditions for Marine Turtle Guidelines. Will your event need additional sanitation supplies? ☒ Yes ☐ No

Will you require the use of additional City staff/equipment? ☒ Yes ☐ No

Will you require parking spaces in Main Beach Parking Lot? ☒ Yes ☐ No
 If yes, how many spaces are you requesting?

Will you require parking spaces along Ocean Way? ☒ Yes ☐ No
 If yes, how many spaces are you requesting?

Will you require parking spaces at the Pier Parking Lot? ☐ Yes ☒ No
 If yes, how many space are you requesting?

Will your event require use of the City Showmobile?* ☒ Yes ☐ No
 *A Showmobile Application must be filled out & submitted if using the City Showmobile.

Are you requesting any of the above fees to be waived by the city? ☒ Yes ☐ No

If yes, what fees are you requesting waived?

All waiver of fee requests below must be approved by the City Commission.

Vendor Information

Will your event be serving food? ☒ Yes ☐ No Number of Food Vendors:

Where will the food be prepared? Method used for cooking:

Vendor list provided to the City? ☒ Yes ☐ No

Food vendors have all permits/licenses required? ☒ Yes ☐ No

Number of other vendors: Vendor list provided to the City? ☐ Yes ☒ No

Additional BSO/Building Requirements

Will there be alcohol at this event? (Must be approved by City Commission) ☐ Yes ☒ No
 If yes, has liquor license been issued? ☐ Yes ☒ No

If you answer yes to any of the below questions, a permit may be required

Will you be using any tents for your event? ☐ Yes ☐ No

Tent Size	# of Tents	Tent Location
10 X 10	12	Beach and Street
10x10	1	Beach

Please note: If using tents on City property, the tents must be weighted. Stakes are prohibited

Will you be using a stage for your event? ☒ Yes ☐ No

Will your event require electricity? ☒ Yes ☐ No

Type of electrical power to be used:

Will a generator be used? ☒ Yes ☐ No Size of Generator:
 ***A generator over 5KW/5000 Watts will require an additional permit.

Will gas equipment be used? ☒ Yes ☐ No

Type of fuel source:

Additional BSO/Building Requirements (Continued from page 2)	Will cooking equipment be used? ☒ Yes ☐ No		
	Type of cooking equipment (check all that apply): ☐ Charcoal Grills ☒ Food Trucks ☐ Fryers ☒ Propane Grills ☐ Warmers/Sternos		
	Will the event include amusement rides, inflatables or children's games? ☐ Yes ☒ No		
	Type of amusement ride:	N/A	
	Will the event include the use of fireworks or other pyrotechnics? (describe below) ☐ Yes ☒ No		
	Are you requesting any roads to be closed? (Please Note: If yes, please complete the City of Deerfield Beach Temporary Road Closure Request.) ☒ Yes ☐ No ***If closing FDOT roads, approval of the City Commission is required.		
	Will you be using a licensed professional security company to provide security services for your event? ☐ Yes ☒ No		
	Company Name:		Contact Person:
Contact Number:		Will safety equipment be used? ☐ Yes ☒ No	
Promotion Materials	Is your event listed on the web? ☒ Yes ☐ No Provide URL address: surfersforautism.org		
	How do you plan on marketing your event? (select all that apply)		
	☐ Outdoor Banners ☐ Radio Ads ☐ Mailings ☐ Newspaper Ads ☐ Outdoor Signs ☐ TV Ads ☒ Flyers ☐ Other		
	Promotional Signs/Banners:		
	Location:	Size:	Description:
Directional Signs:			
Location:	Size:	Description:	
Event Entertainment	Will the event have entertainment? ☒ Yes ☐ No		
	Will amplified sound equipment be used? ☒ Yes ☐ No		
	Will musical entertainment be used? ☒ Yes ☐ No		
	Please describe any type of entertainment and sound equipment below: Bands and DJ during Friday 4/29/22 and Saturday 4/30/22 nights (6:00 PM to 10:00 PM) at Showmobile in Main Beach Parking Lot; PA system and music during event Saturday (8:00 AM to 4:00 PM) on beach.		
Miscellaneous	Are you charging a fee for the event? ☐ Yes ☒ No		
	How are the proceeds being used?		
	Name of benefiting organization:		
	Contact Person:	Lauren Holman	Contact Phone Number:



HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Surfers for Autism

(insert official name of vendor), hereinafter referred to as

'Vendor', agrees through the signing of this document by an authorized party, intending to be legally bound for themselves and their heirs, executors and administrators, covenants and agrees to Indemnify and Hold Harmless and defend the City of Deerfield Beach, the elected and appointed officials of the City of Deerfield Beach, the City Manager, department heads, division heads, supervisors and employees of the foregoing, and their heirs, representatives, successors, executors, administrators and assigns from and against any and all suits and actions including attorneys fees and all costs of litigation and judgments, claims for damages or injuries, including death, to persons or property of whatever kind or character, whether real, personal or mixed, asserted or occurring from every name and description arising out of or incidental to the Vendor's activity at the City of Deerfield Beach, Florida, (describe activity) whether or not due to or caused by the negligence of the City of Deerfield Beach, excluding only the sole negligence of the City of Deerfield Beach. This provision shall also pertain to any claims against the City of Deerfield Beach by any employee of Vendor or anyone directly or indirectly employed by Vendor.

This 01 day of February, of 21

Applicant Signature

Moose Brown

Print Name

CEO

Title

Witnesses

Signature

Lauren Holman

Print Name

2/1/22

Date

Please submit completed application to the Community Events and Outreach Division located at the City of Deerfield Beach, 401A SW 4th St., Deerfield Beach, FL 33441 or fax to 954-480-4393.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1091

Agenda Date: 3/15/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Memorandum of Understanding ("MOU") with Broward College for participation in the Broward Up Program; authorizing the City Manager to execute the MOU; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Broward UP is an innovative community-centric approach to increasing access to post-secondary education and training. The program provides free educational opportunities, workforce training, and support services, so residents receive the training needed to find a good job, increase their income and obtain the skills needed to thrive in the workforce. The program has been in place since 2018, but was limited to 6 economically disadvantaged zip codes in Broward County. In September 2021, Broward College received a \$30 million grant from the US Department of Education to expand Broward College's service model and strengthen partnerships to deliver workforce education courses and programs, along with career readiness and related support services, in areas most affected by economic immobility. More recently, Deerfield Beach zip code 33441 was added as an eligible area for participation in the program.

Current Activity

Broward Up is an extension of Broward College's mission of ensuring that all residents should be empowered and enabled to pursue post-secondary education. The City of Deerfield Beach began partnering with Broward College in 2020 as the City was launching it's Ready2Work program. Broward Up funding will significantly increase the scope of educational programs available to Deerfield Beach residents. If approved, the program will increase residents' access to education by providing live and on-demand Broward College enrollment and funding webinars, expand awareness of college opportunities in the most economically distressed neighborhoods of the City, deliver college certification training at City facilities, and leverage technology to bridge the digital divide. Participants will be able to participate in apprenticeship and internship programs as part of an overall employment strategy.

A final component to the partnership is devising a marketing strategy to ensure program accessibility to the City's hardest to reach residents. The first step in this marketing strategy will be a collaborative effort between the City of Deerfield Beach and Broward College to co-create a community mural in the City that will promote education and the arts.

Recommendation

Staff recommends approval of an Memorandum of Understanding (MOU) with Broward College for participation in the Broward Up Program. This program is free of charge to the City and program participants.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING (“MOU”) WITH BROWARD COLLEGE FOR PARTICIPATION IN THE BROWARD UP PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MOU; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the Broward College Broward Up Program (the “Program”) is a program that provides free educational opportunities, workforce training, and support services to help residents get the training needed to find a good job, increase their income, and get the skills needed to thrive in the workforce; and

WHEREAS, the Program has been in place since 2018, but was limited to six economically disadvantaged zip codes in Broward County; and

WHEREAS, in September 2021, Broward College received a \$30 million grant from the U.S. Department of Education to expand Broward College’s service model and strengthen partnerships to deliver workforce education courses and programs, along with career readiness and related support services, in areas most affected by economic immobility; and

WHEREAS, Deerfield Beach zip code 33441 was added as eligible for participation in the Program; and

WHEREAS, the Program will significantly increase the scope of educational programs available to City residents by providing live and on-demand Broward College enrollment and funding webinars, expand awareness of college opportunities in the most economically distressed neighborhoods of the City, deliver college certification training at City facilities, and leverage technology to bridge the digital divide; and

WHEREAS, the City and Broward College wish to enter into a memorandum of understanding for the City’s participation in the Program (the “MOU”); and

WHEREAS, the City Commission finds it to be in the best interest of the City to approve the MOU with Broward College for participation in the Program.

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

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

Section 2. The City Commission hereby approves the MOU with Broward College, attached as Exhibit “A”, for participation in the Program.

Section 3. The City Manager is authorized to execute the MOU with Broward College, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary 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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into as of March, __ 2022 between The District Board of Trustees of Broward College, Florida (“College”) and City of Deerfield Beach (“Municipality”) (collectively, the “Parties”).

I. BACKGROUND

The City of Deerfield Beach provides quality service and innovative leadership to enhance the lives of its residents, businesses, and visitors beyond their expectations. Operating from the core values of professionalism, friendliness, respect, inclusion, sustainability, and integrity, the City of Deerfield Beach is focused on promoting and protecting a prosperous atmosphere for all, cultivating an environment that promotes a high-quality of life for residents and businesses, and developing infrastructure and organizational capacity for a sustainable community.

The College provides higher education and technical and occupational training for the residents of Broward County. As the first public higher education institution in the county, the College functions as the principal provider of undergraduate higher education for the residents of Broward County. Where appropriate, these programs are articulated with the public school system, area vocational schools, and upper-level institutions to ensure that students can move smoothly from one system to another.

Serving as the principal entry level institution for higher education in its district, the College is also a source of cultural enrichment; a resource for community development, business, and industry; and an avenue for continued skill upgrading and enhancement, and retraining. As a public comprehensive state college, the College serves as a significant leader of America's effort to enhance higher education.

II. PURPOSE

The College and the Municipality desire to enter into this MOU for the purpose of establishing a framework for a relationship under which the College and the Municipality will cooperate in the areas mutually beneficial to both Parties, as outlined in this MOU.

III. GENERAL TERMS

This MOU does not obligate the College or the Municipality to any expenditure of funds. The duration of this MOU is two years from the date of full execution. It may be renewed for an additional two year term by written mutual consent by the Parties. Each Party may withdraw from this agreement by providing 60 days written notice to the other Party.

The Parties shall be considered independent contractors and nothing contained herein shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the MOU. Both Parties are free to enter into agreements with other Parties for similar services.

The Parties to this MOU shall not discriminate against any employee or participant regarding responsibilities and obligations under this MOU because of race, age, religion, color, gender, national origin, marital status, disability, sexual orientation or any other basis prohibited by law. Nor shall the Parties deny participation in or benefits arising out of this MOU to any student, employee or participant or otherwise subject anyone to discrimination in any activity hereunder. The Parties shall take all measures necessary to effectuate these assurances.

Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this MOU.

IV. SCOPE

The goal of this MOU is to connect municipal and community agency services to education. Areas of cooperation may include, but will not be limited to the following:

1. Access Strategy for City Residents:

Create access strategy for City residents for Broward College degrees and certifications.

- a. Access to live and on-demand College enrollment and funding webinars
- b. Opportunities for College presence at relevant City events
- c. Strategic embedded College presence at identified City location(s) for resident interaction
- d. Access to TRIO Educational Opportunities Center (EOC) services for eligible adult residents
 - i. TRIO EOC services are available to participants in the following zip codes: 33004, 33009, 33020, 33021, 33023, 33024, 33025, 33060, 33063, 33064, 33065, 33066, 33068, 33069, 33073, 33309, 33311, 33312, 33313, 33314, 33315, 33317, 33319, 33321, 33323, 33324, 33325, 33334, 33351, 33441, 33442. TRIO EOC cannot recruit for the College or any other institution.
- e. For eligible residents, access to various grant-funded programs
- f. For eligible residents from the following zip codes, access to grant-funded remote and on-site workforce education programming (33309, 33311, 33313, 33319, 33023, 33069, 33441, 33020, 33314, 33064, 33065)
 - i. Opportunities to deliver College certification training at identified City locations
 - ii. Opportunities to leverage technology to bridge digital divide
- g. Collaborate on the City's Ready2Work program
- h. Establish and collectively monitor enrollment targets for City residents
- i. Joint promotional tactics for resident recruitment as outlined in item #5

2. Access Strategy for City Employees:

Create access strategy for City employees for Broward College degrees and certifications.

- a. Access to live and on-demand College enrollment and funding webinars
- b. When applicable, leverage City employer tuition reimbursement program for College programs and degrees
- c. Access to fee-based workforce education training and certifications. Should the Parties explore this opportunity a separate agreement will be executed.

3. Support Strategy:

Create support strategy for City residents as they pursue Broward College degrees and certifications.

- a. Access to live and on-demand student support workshops
- b. For eligible City residents, based on academic program, access to various College support resources:
 - i. Advising, Seahawk Outreach Services, Learning Resource Centers, Accessibility Services, etc.
 - ii. For eligible residents from the following zip codes, assigned Broward UP Career Pathway Navigator and support services (33309, 33311, 33313, 33319, 33023, 33069, 33441, 33020, 33314, 33064, 33065)
 1. Embedded into identified City location(s) for resident interaction
- c. For eligible residents, access to various grant-funded support resources

- d. Access to live and on-demand College Ambassador training for designated City staff for seamless support
 - e. Explore the creation of a sponsorship-style scholarship for eligible City residents
 - f. Joint promotional tactics for resident support as outlined in item #5
4. **Employment Solutions Strategy:**
 Create apprenticeship, internship, and employment strategy for City residents pursuing Broward College programs.
- a. Access to promote employment opportunities with the City via the College's Career Center Network
 - b. Opportunities to participate in College career fairs and collaboratively host hiring events
 - c. Explore opportunities to develop and deliver trainings at College and City locations to residents to fill competency gaps for available City positions, giving preferential interviews to program completers
 - d. Create and facilitate entrepreneurial programming to encourage and enhance small business development
 - e. Collaborate to identify corporations within the City for partnership opportunities for placement
5. **Marketing Strategy:**
 Develop a marketing strategy with joint promotional tactics to support partnership aims.
- a. City will receive promotional materials from the College for distribution through its various channels
 - b. College will receive promotional materials from City for distribution through its various channels
 - c. Following all established brand standards and guidelines, City and College may create co-branded promotional materials for dissemination through their various channels
 - d. Explore opportunities to publicly celebrate partnership successes, including but not limited to
 - i. Encourage and celebrate program and degree enrollment and completion
 - ii. Highlight impact to residents, businesses, and/or to the community at-large
 - e. Explore opportunity to co-create a community mural within City promoting education and the arts

V. THE COLLEGE'S RESPONSIBILITIES

The College will provide access to the programs listed above to eligible participants. The College will also provide a point of contact to report to the City of Deerfield Beach regarding the implementation and progress of the programs. This partnership manager will triage and connect City and College representatives to execute specific collaboration items. The College will outline partnership performance metrics and provide a report template, as well as schedule recurring meetings with City contact for evaluation.

VI. THE MUNICIPALITY'S RESPONSIBILITIES

The City will provide marketing for the programs and may provide facilities for City participants to attend the programs, if needed. The City will also provide a point of contact for connecting Broward College to the capabilities outlined above. This main point of contact will triage and connect City and College representatives to execute specific collaboration items. The City main point of contact will complete an annual report and attend recurring meetings with College.

VII. ADDITIONAL PROVISIONS

- A. **Force Majeure.** If, as a result of an act of force majeure, including without limitation, an act of God, war, internal unrest and upheaval, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Weather Service, riot,

labor dispute, strike, threat thereof, intervention of a government agency or instrumentality, pandemic, epidemic, public health emergency, local, state or national emergency declarations, or other occurrence beyond the reasonable control of either the City or College, either party is hindered in performing its obligations hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, the City or College shall have the right, upon notifying the other of the occurrence of force majeure as herein defined, to suspend or postpone performance of the activity until the event of the force majeure has passed. In the event that either the City or College is unable to perform for a period in excess of six (6) months at any time after the commencement date of this Agreement, the other Party may, at its option terminate the Agreement. In the case that conditions improve and warrant the resumption of activities and deployment of educational Program and services, College and the City would have at least two (2) months to coordinate the resumption of activities per this Agreement.

- B. Each Party shall each be separately liable and responsible for the actions of their own respective officers, agents and employees in the performance of their respective obligations under this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by either Party of any immunity to which it is entitled by law, including but not limited to the Party's sovereign immunity as set forth in Section 768.28, Florida Statutes.
- C. **Enforceability.** In the event that one (1) or more of the provisions of this Agreement shall for any reason be declared unenforceable under the laws or regulations of the State of Florida, such provision will not have any effect on the validity of the remainder of this Agreement which shall be construed as if such unenforceable provision was never contained in this Agreement.
- D. **Waivers.** It is expressly understood that if either Party, on any occasion, fails to perform any term of this Agreement, and the other Party does not enforce that term, the failure to enforce on that occasion shall not constitute a waiver of that term by the other Party. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.
- E. **No Implied Modifications.** This Agreement sets forth the full and complete agreement of the Parties, and both Parties warrant that there have been no promises, obligations or undertakings, oral or written, other than those set forth herein.
- F. **Modification.** This Agreement cannot be amended or otherwise modified except as agreed to in writing by each of the Parties hereto.
- G. **Applicable Law.** This Agreement shall be interpreted according to the laws of the State of Florida, with exclusive venue in the courts of Broward County, Florida, without regard to conflicts of law principles and, regardless of where the obligations undertaken herein are to be performed.
- H. **Assignment.** Neither Party may assign, delegate or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party.
- I. **Public Records.** Both the College and City shall comply in all respects with Chapter 119, Florida Statutes, also known as Florida's Public Records Law. Notwithstanding any other provision of this Agreement, nothing contained herein shall prohibit the College and City from complying with the provisions of Florida's Public Records Law. The Parties may terminate this Agreement at any time for refusal by the other Party to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the other Party in conjunction with this Agreement.
- J. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, facsimile or by registered or certified US

mail, postage prepaid, addressed to the Parties as set forth below (except that a Party may, from time to time, give notice of a change of the address for this purpose).

If to CITY:

David Santucci
City Manager
City of Deerfield Beach
150 N.E. Second Avenue,
Deerfield Beach, FL 33441

If to College:

Jennifer Saint- Louis
Associate Vice President, Partnership
Impact
Broward College
111 E. Las Olas Blvd.
Fort Lauderdale, FL 33301

With Copy to:

Office of General Counsel
Broward College
111 E. Las Olas Blvd., Suite 500
Fort Lauderdale, FL 33301

K. Scrutinized Companies.

- a. Each party certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., either party may immediately terminate this Agreement at its sole option if the other party or its subcontractors are found to have submitted a false certification; or if such party, 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. Each party agrees, to the extent applicable, 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.

L. Verification of Employment Eligibility

Each party 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 the 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 party's violation of the statute, such party may not be awarded a public contract for a period of 1 year after the date of termination.

College

Municipality

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1114

Agenda Date: 3/15/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, supporting the City's membership in the Metro-Transportation Engineering and Construction Cooperative ("MTECC"); approving the Interlocal Agreement for the creation of the MTECC; authorizing expenditure of \$50,000 for the membership fee and \$25,000 for the annual fee provided for in the Interlocal Agreement; providing for execution and an effective date. (Funds from Account #108-5050-541-32-99 - 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: \$50,000

Account Name: Other Contractual Services

Account Number: 108-5050-541-32-99

Background/History

On August 20, 2015, the Federal Highway Administration, Florida Division and the State of Florida Department of Transportation entered into the Stewardship and Oversight Agreement on Project Assumption and Program Oversight. The Oversight Agreement specifically authorizes the Florida Department of Transportation ("FDOT") to permit certified local agencies to carry out its responsibilities for administering federally funded transportation projects (the "Federal Aid Projects"). FDOT may only delegate its responsibility for the administration of Federal Aid Projects to a unit of government that has been certified under the FDOT Local Agency Program (the "LAP"). FDOT has an extensive work program of Federal Aid Projects that fall within the jurisdiction of municipalities across Broward County (the "County").

The Broward Metropolitan Planning Organization ("BMPO") and certain Broward municipalities (the "Municipal Members") desire to establish the Metro-Transportation Engineering & Construction Cooperative ("MTECC") for the purpose of administering both Federal Aid Projects, and transportation projects completed without the use of federal funding (the "Local Projects"). The BMPO has unique experience in multimodal transportation planning and the review, ranking, programming, and coordination of municipal transportation projects, which can assist the Municipal Members in efficient and effective decision-making regarding future transportation investments and the use of federal and state and local transportation funding options. Section 339.175, Florida Statutes, specifies that the BMPO shall have such powers and privileges that are provided under Section 163.01, Florida Statutes, and does further authorize the BMPO to coordinate "development activities" in coordination with other local governments.

The purpose of the Interlocal Agreement for the Creation of the MTECC (the "ILA") is to consent to and authorize the creation of MTECC, in order to facilitate the planning, design and construction of transportation related projects throughout the County. MTECC will be a separate legal entity. Local governmental entities located within the County may enter into and become a party of the ILA following the approval of a majority of the members of the

Board, execution of the ILA, payment of the Initial Contribution, and adoption of a resolution approving the ILA and expressing support for the establishment of and membership in MTECC by the governing body of the joining governmental entity. MTECC shall be governed by a governing board (the "Board") consisting of three members (the "Board Members"). The initial board members will be the City of Pompano, the City of Hollywood, and the City of Plantation (the "Founding Members").

Current Activity

MTECC will administer these Federal Aid Projects in a manner that compliments the implementation of local Projects. On behalf of the Municipal Members, MTECC may become LAP certified by FDOT and may oversee all aspects of the delivery of Federal Aid Projects within its jurisdiction including, but not limited to: planning, procurement, and construction administration for projects funded and delivered under the LAP. Upon certification under the LAP, MTECC may contract for the project delivery of Federal Aid Projects on behalf of FDOT. MTECC shall make available to Municipal Members those services necessary to implement the purposes of the ILA. The Services shall be performed by BMPO Staff, BMPO Consultants, MTECC Consultants, and MTECC Staff. Municipal Members shall pay for the cost of the Services rendered by BMPO Staff, BMPO Consultants, MTECC Staff and MTECC Consultants (the "Service Fee"). The Service Fee for BMPO Staff and MTECC Staff time shall equal the actual cost of the employee incurred on behalf of MTECC, as documented by time sheets including, but not limited to, salary, benefits, retirement contributions and administrative overhead. The Service Fee for Services performed by BMPO Consultants and MTECC Consultants shall be equal to the then current contracted rates.

Non-Founding Municipal Members shall pay a non-refundable initial membership fee in the amount of Fifty Thousand Dollars (\$50,000) (the "Membership Fee") not more than fifteen (15) days after executing the ILA. All Municipal Members shall pay a non-refundable annual fee for the continued participation in MTECC in an amount set by the Board (the "Annual Fee"). The Annual Fee for each Fiscal Year shall be Twenty-Five Thousand Dollars (\$25,000) unless otherwise established by the Board no later than March 1 prior to the commencement of the next Fiscal Year. The Municipal Members shall pay an Annual Membership Fee for a minimum of five years.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach, Florida, approve and authorize execution of the Interlocal Agreement for the Creation of the Metro-Transportation Engineering Construction Cooperative (MTECC) and support the City of Deerfield Beach's membership in MTECC.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, SUPPORTING THE CITY'S MEMBERSHIP IN THE METRO-TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE ("MTECC"); APPROVING THE INTERLOCAL AGREEMENT FOR THE CREATION OF THE MTECC; AUTHORIZING EXPENDITURE OF \$50,000 FOR THE MEMBERSHIP FEE AND \$25,000 FOR THE ANNUAL FEE PROVIDED FOR IN THE INTERLOCAL AGREEMENT; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, on August 20, 2015, the Federal Highway Administration, Florida Division and the State of Florida Department of Transportation ("FDOT") entered into the Stewardship and Oversight Agreement on Project Assumption and Program Oversight (the "Oversight Agreement"); and

WHEREAS, the Oversight Agreement specifically authorizes FDOT to permit certified local agencies to carry out FDOT's responsibilities for administering federally funded transportation projects (the "Federal Aid Projects"); and

WHEREAS, FDOT may only delegate its responsibility for the administration of Federal Aid Projects to a unit of government that has been certified under the FDOT Local Agency Program (the "LAP"); and

WHEREAS, FDOT has an extensive work program of Federal Aid Projects that fall within the jurisdiction of municipalities across Broward County (the "County"); and

WHEREAS, Broward County municipalities (the "Municipal Members") desire to leverage their respective resources by creating an entity that may be LAP certified to complete all Federal Aid Projects located within their respective jurisdictions; and

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969," authorizes local government units to enter into interlocal agreements for the mutual benefit of governmental units; and

WHEREAS, Section 163.01(7), Florida Statutes, allows for the creation of a "separate legal entity" constituted pursuant to the terms of the interlocal agreement to carry out the purposes of the interlocal agreement for the mutual benefit of governmental units; and

WHEREAS, the Broward Metropolitan Planning Organization (the "BMPO") and Municipal Members desire to establish the Metro Transportation Engineering & Construction Cooperative ("MTECC") for the purpose of administering both Federal Aid Projects and transportation projects completed without the use of federal funding (the "Local Projects"); and

WHEREAS, the BMPO is duly organized and existing under Section 339.175, Florida Statutes, and has unique experience in multimodal transportation planning and the review, ranking, prioritization, programming, and coordination of municipal transportation projects, which can assist the Municipal Members in efficient and effective decision-making regarding future transportation investments and the use of federal and state and local transportation funding options; and

WHEREAS, the Parties desire to empower MTECC to accept funds for, and oversee the construction of the Federal Aid Projects as well as Local Projects; and

WHEREAS, the BMPO has provided Municipal Members with an interlocal agreement for the creation of the MTECC, attached as Exhibit “A” (the “ILA”); and

WHEREAS, pursuant to the ILA, as a non-founding member, the City must pay a non-refundable one-time initial membership fee in the amount of \$50,000 (the “Membership Fee”), and an annual fee of \$25,000, unless otherwise established by the MTECC Board (the “Annual Fee”); and

WHEREAS, the City Commission finds it in the best interest of the City to support the City’s membership in the MTECC, approve the ILA with the BMPO and Municipal Members, attached as Exhibit “A,” for the creation of the MTECC, and authorize expenditures for the Membership Fee and Annual Fee.

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 ILA with the BMPO and Municipal Members, attached as Exhibit “A,” for the creation of the MTECC is hereby approved.

Section 3. The one-time expenditure of \$50,000 for the Membership Fee and the annual expenditure of \$25,000 for the Annual Fee pursuant to the terms of the ILA is hereby approved.

Section 4. The Mayor and City Manager are authorized to execute the ILA with the BMPO and Municipal Members, attached as Exhibit “A,” together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

Section 6. This Resolution shall take effect immediately upon adoption

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

INTERLOCAL AGREEMENT FOR THE CREATION OF THE METRO TRANSPORTATION ENGINEERING & CONSTRUCTION COOPERATIVE

This Interlocal Agreement for the creation of the Metro Transportation Engineering & Construction Cooperative (the "Agreement") is made and entered into, by and between the Broward Metropolitan Planning Organization (the "BMPO") and the undersigned Florida Municipal Corporations, each a Florida municipality or local government unit of the State of Florida (the "Municipal Members") (collectively the BMPO and Municipal Members shall be referred to as the "Parties").

RECITALS:

WHEREAS, on August 20th, 2015, the Federal Highway Administration, Florida Division and the State of Florida Department of Transportation entered into the Stewardship and Oversight Agreement on Project Assumption and Program Oversight (the "Oversight Agreement"); and

WHEREAS, the Oversight Agreement specifically authorizes the Florida Department of Transportation ("FDOT") to permit certified local agencies to carry out its responsibilities for administering federally funded transportation projects ("Federal Aid Projects"); and

WHEREAS, FDOT may only delegate its responsibility for the administration of Federal Aid Projects to a unit of government that has been certified under the FDOT Local Agency Program (the "LAP"); and

WHEREAS, the rules and requirements for the certification of a local agency are enumerated in the Florida Department of Transportation Local Agency Program Manual (the "Manual"); and

WHEREAS, FDOT has an extensive work program of Federal Aid Projects that fall within the jurisdiction of municipalities across Broward County (the "County"); and

WHEREAS, the Municipal Members desire to leverage their respective resources by creating an entity that may be LAP certified to complete all Federal Aid Projects located within their respective jurisdictions; and

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969," authorizes local government units to enter into interlocal agreements for the mutual benefit of governmental units; and

WHEREAS, Section 163.01 (7), Florida Statutes, allows for the creation of a "separate legal entity" constituted pursuant to the terms of the interlocal agreement to carry out the purposes of the interlocal agreement for the mutual benefit of governmental units; and

WHEREAS, the Parties to this Agreement desire to establish the Metro Transportation Engineering & Construction Cooperative ("MTECC") for the purpose of administering both Federal Aid Projects and transportation projects completed without the use of federal funding ("Local Projects"); and

WHEREAS, the BMPO is duly organized and existing under Section 339.175, Florida Statutes. The BMPO has unique experience in multimodal transportation planning and the review, ranking prioritization, programming, and coordination of municipal transportation projects, which can assist the

Municipal Members in efficient and effective decision-making regarding future transportation investments and the use of federal and state and local transportation funding options; and

WHEREAS, Section 339.175, Florida Statutes specifies that the BMPO shall have such powers and privileges that are provided under Section 163.01 and does further authorize the BMPO to coordinate “development activities” in coordination with other local governments; and

WHEREAS, MTECC will administer these Federal Aid Projects in a manner that compliments the implementation of Local Projects; and

WHEREAS, the Parties desire to empower MTECC to accept funds for, and oversee the construction of the Federal Aid Projects as well as Local Projects; and

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

1. **Recitals.** Each and all of the forgoing recitals shall be incorporated herein and acknowledged to be true and correct to the best of the Parties’ knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.
2. **Definitions.** The following terms shall have the meanings prescribed herein.
 - a. **Agreement** means and refers to this instrument, as amended from time to time.
 - b. **BMPO** means and refers to the Broward Metropolitan Planning Organization.
 - c. **BMPO Consultants** means and refers to private contractors engaged by BMPO.
 - d. **BMPO Staff** means and refers to employees of the BMPO.
 - e. **County** means and refers to Broward County.
 - f. **FDOT** means and refers to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, Florida Statutes.
 - g. **Federal Aid Project** means and refers to transportation related projects funded by FDOT through a Local Agency Program (“LAP”) Agreement.
 - h. **Fiscal Year** means and refers to the twelve month period commencing October 1st and concluding September 30th.
 - i. **Founding Members** means and refers to the City of Plantation, the City of Pompano Beach, and the City of Hollywood.
 - j. **LAP Agreement** means and refers to a Florida Department of Transportation Local Agency Program Agreement for the planning, design, construction and/or completion of a Federal Aid Project.
 - k. **Local Projects** means and refers to any transportation related project that does not utilize federal funding and/or is not undertaken pursuant to a LAP Agreement.
 - l. **MTECC** means and refers to Metro Transportation Engineering & Construction Cooperative.
 - m. **MTECC Consultants** means and refers to private contractors engaged by MTECC.
 - n. **Project Administration Agreement** means and refers to a written agreement between MTECC and a Municipal Member setting forth the responsibilities of their respective rights and responsibilities for the administration of a Federal Aid Project or Local Project.

3. Purpose. The purpose of this Agreement is to consent to and authorize the creation of MTECC, in order to facilitate the planning, design and construction of transportation related projects throughout County.
4. Legal Status; Formation. MTECC shall be a separate legal entity, pursuant to Section 163.01(7), Florida Statutes. This Agreement shall be filed with the Clerk of Court for Broward County, Florida in accordance with Section 163.01(11), Florida Statutes. The date of filing shall be the Organization Date.
5. Membership. Local governmental entities located within the County may enter into and become a Party to this Agreement following the approval of a majority of the members of the Board (as defined in Section 8 below), execution of this Agreement, payment of the Initial Contribution (as set forth in Section 11 below), and adoption of a resolution approving this Agreement and expressing of support for the establishment of and membership in MTECC by the governing body of the joining governmental entity.
6. MTECC Jurisdiction. The jurisdiction of the MTECC shall be the geographic boundaries of Broward County. MTECC shall be permitted to engage in the activities authorized in this Agreement only within the geographic boundaries of its Municipal Members.
7. Powers of MTECC. The Parties agree that MTECC shall exercise any or all of the powers granted under Sections 163.01, Florida Statutes, as may be amended from time to time, to carry out its purpose as defined in Section 3 of this Agreement. These powers include, without limitation, the following:
- a. In its own name to make and enter into contracts;
 - b. To employ agencies, employees, or consultants;
 - c. To acquire, construct, manage, maintain, or operate buildings, works, or improvements;
 - d. To acquire, hold, or dispose of property;
 - e. To incur debts, liabilities, or obligations which shall not constitute the debts, liabilities, or obligations of any of the Parties to this Agreement;
 - f. To adopt resolutions and policies prescribing the powers, duties, and functions of the officers of MTECC, the conduct of the business of MTECC, and the maintenance of records and documents of MTECC;
 - g. To maintain an office at such place or places as it may designate within the County;
 - h. To cooperate with or contract with other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes, necessary to complete the design, development and/or construction of transportation related projects, and to accept funding from federal, state, or local agencies;
 - i. To apply for, request, receive and accept gifts, grants, or assistance funds from any lawful source to support any activity authorized under this Agreement.

8. MTECC Governance.

- a. Governing Board of MTECC. MTECC shall be governed by a governing board (the "Board") consisting of three members ("Board Members").
- b. Initial Board Composition. The Parties agree that, upon the execution and recording of this Agreement, the initial membership of the Board shall be comprised of one eligible, voter-elected representative from each of the Founding Members (the "Initial Board Members") as selected by the respective governing bodies of the Founding Members:
 - ii. City of Pompano Beach
 - iii. The City of Plantation
 - iv. The City of Hollywood
- c. Term of Board Members. The term of office for the Initial Board Members shall be as follows:
 - i. Five Year Term: The City of Hollywood.
 - ii. Seven Year Term: City of Plantation, City of Pompano Beach.

The term of each Subsequent Board Member (defined below) shall be four (4) years ("Board Term").

- d. Subsequent Board Composition. Upon the conclusion of the term of office of the Initial Board Members and each subsequent term of office thereafter, eligible individuals shall be appointed to fill the Board seats ("Subsequent Board Members"). Subsequent Board Members shall be selected by the Municipal Members with the longest tenured memberships in MTECC, in descending order until each qualified Municipal Member has had an opportunity to appoint a Board Member (the "Member Rotation"). Municipal Members must be a party to this Agreement in good standing as defined in Section 11 for a minimum of three consecutive (3) years prior to appointing a Board Member. Once each eligible Municipal Member has had the opportunity to appoint a Board Member, appointments to the Board shall repeat in the same order as provided for in this Section. If a Municipal Member elects to forgo its ability to appoint a Board Member, the forgoing Municipal Member shall be deemed to have made an appointment for the purpose of determining the Member Rotation, and the next Municipal Member in the Member Rotation shall appoint a Board Member.
- e. Expansion of Board Membership. The Board may, by majority vote, expand the membership of the Board from three members to five members. Newly created Board seats shall be filled in accordance with Section 8.d.
- f. Board Member Eligibility. Board Members shall be members of the governing body of the appointing Municipal Member. In the event a Board Member ceases to be a member of the governing body of the appointing Municipal Member, or becomes otherwise ineligible to serve on the Board, the appointing Municipal Member shall appoint a replacement official who is a member of the governing body to fulfill the remaining term of the ineligible Board Member. Board Members shall not serve simultaneously on the MTECC Board and the board of the BMPO.

- g. Removal for Non-Attendance: If any Board Member fails to attend three consecutive meetings or six meetings in any twelve (12) month period, the Board shall notify the appointing Municipal Member and the Municipal Member shall appoint a new qualified individual to serve as Board Member for the remainder of the term.
- h. Decisions of the Board. Decisions of the Board shall be made by majority vote of the Board Members participating in a meeting. The Board may adopt administrative policies related to MTECC operations, as well as rules related to the procedure to be followed during meetings of the Board. In the absence of the adoption of such rules of procedure, the fundamental parliamentary procedures of Roberts Rules of Order shall apply.

9. MTECC Administration.

- a. Executive Director. The Board shall designate a principal administrative officer of MTECC (the "Executive Director"). The Executive Director shall:
 - i. Have the authority to execute contracts, deeds and other documents on behalf of MTECC.
 - ii. Be responsible for the hiring, supervision and removal of MTECC employees and consultants except as specifically defined herein.
 - iii. Ensure compliance with all laws and the provisions of this Agreement.
 - iv. Prepare and submit to the Board an annual budget commencing on October 1st and concluding September 30th of each year.
 - v. Develop policies and procedures that meet the requirements of the applicable contract/funding partner.

10. Authorized Activities of MTECC.

- a. Federal Aid Project Administration.
 - i. LAP Certification. On behalf of the Municipal Members, MTECC may become LAP certified by FDOT and may oversee all aspects of the delivery of Federal Aid Projects within its jurisdiction including, but not limited to: planning, procurement, and construction administration for projects funded and delivered under the LAP. Upon certification under the LAP, MTECC may contract for the project delivery of Federal Aid Projects on behalf of FDOT.
 - ii. Liability of the Parties for Federal Aid Project Completion. The Parties to this Agreement shall not be liable for any cost or expenses associated with the completion of any Federal Aid Project unless expressly agreed to in a Project Administration Agreement. Contractors selected by the Board for the design and construction of Federal Aid Projects shall be required to carry insurance policies with minimum policy limits acceptable to the Board (the "Policies").

b. Local Project Administration.

- i. **Provision of Services to Municipal Members.** MTECC shall make available to Municipal Members those services necessary to implement the purposes of this Agreement, as defined in Section 3 (the “Services”). The Services shall be performed by BMPO Staff, BMPO Consultants, MTECC Consultants, and MTECC Staff.
- ii. **Payment for Services.** Municipal Members shall pay for the cost of the Services rendered by BMPO Staff, BMPO Consultants, MTECC Staff and MTECC Consultants (the “Service Fee”). The Service Fee for BMPO Staff and MTECC Staff time shall equal the actual cost of the employee incurred on behalf of MTECC, as documented by time sheets including, but not limited to, salary, benefits, retirement contributions and administrative overhead. Administrative overhead for BMPO staff and MTECC staff shall not exceed 50% of an employee’s salary. The Service Fee for Services performed by BMPO Consultants and MTECC Consultants shall be equal to the then current contracted rates. A schedule of Service Fees shall be provided to Municipal Members. Administrative overhead for BMPO Consultants and MTECC Consultants shall not exceed 10% of actual consultant fees.
- iii. **Selection of Services.** Services shall be procured in accordance with applicable laws that apply to the source of funds that are supporting the services/project. The provision of Services under this Agreement shall be memorialized in a Project Administration Agreement and/or the issuance of task work orders, which shall outline the Services to be completed and the associated Service Fees (“Task Work Orders”). Task Work Orders shall become binding upon the Parties following execution by the Municipal Member and MTECC. All Services to be performed must comply with all applicable Federal, State and local laws, guidelines and procedures.

11. Financial Obligations.

- a. Financial Contribution of Founding Members. Founding Members shall provide the initial funding for the establishment of MTECC. Each Founding Member shall make a non-refundable contribution of One Hundred Thousand Dollars (\$100,000) to MTECC (the “Establishment Contribution”). Founding Members shall tender the Establishment Contribution to MTECC not more than fifteen (15) days of the recording of this Agreement.
- b. Financial Contribution of Municipal Members.
 - i. **Initial Contribution.** Non-Founding Municipal Members shall pay a non-refundable initial membership fee in the amount of Fifty Thousand Dollars (\$50,000) (the “Membership Fee”) not more than fifteen (15) days of executing this Agreement. A Municipal Member that withdraws from MTECC and subsequently rejoins MTECC shall pay a new Membership Fee upon reentry.
 - ii. **Annual Fee.** All Municipal Members shall pay a non-refundable annual fee for the continued participation in MTECC in an amount set by the Board (the “Annual Fee”). The Annual Fee for each Fiscal Year shall be Twenty-Five Thousand Dollars (\$25,000) unless otherwise established by the Board no later than March 1 prior to the commencement of the next Fiscal Year. The Municipal Members shall pay an Annual

Membership Fee for a minimum of five years. Each Annual Fee shall be paid on October 1st of each year (the "Due Date"). Any Municipal Member that fails to remit the Annual Fee within thirty (30) days of the Due Date shall not be considered a member in good standing, shall be ineligible to appoint a Board Member during its next turn in the Member Rotation, and shall forfeit its claim to any funds to be disbursed upon the termination of MTECC. Further, Municipal Members shall not be permitted to avail themselves of Services for projects in the geographical boundaries of the Municipal Member until remittance of the Annual Fee.

- c. Limitation of Financial Obligations. The financial obligations of the Municipal Members shall be limited to the payment of the applicable Establishment Contribution, Membership Fee, Annual Fee as well as any Services Fees authorized by the Municipal Member in accordance with Section 10 of this Agreement.
12. Term; Termination. This Agreement shall remain in full force and effect from the date of its recording until dissolved in accordance with this Section. Should a Party terminate its participation in this Agreement, be dissolved, abolished, or otherwise cease to exist, MTECC and this Agreement shall continue until such time as the Parties agree to terminate this Agreement. In the event of the dissolution of MTECC resulting from termination of this Agreement, any funds held by MTECC contributed by Municipal Members ("Municipal Agency Funds") shall be distributed to the Municipal Members that remain a party to this Agreement at the time of dissolution. Municipal Agency Funds shall be disbursed within thirty (30) days of the effective date of the dissolution in a proportionate share to the Establishment Contribution, Membership Fees or Annual Fees paid by such Municipal Members. Funds held by MTECC that have been contributed by FDOT or any other Federal or State agency shall be returned to the appropriate agency.
13. Withdrawal. A Party may terminate its involvement in MTECC and its participation in this Agreement upon one hundred eighty (180) days' written notice to the other Parties, provided that there is no LAP Agreement for the completion of a Federal Aid Project or uncompleted Task Work Order for a Local Project within its jurisdiction at the time of the written notice. No Party may terminate its participation in MTECC while a LAP Agreement for the completion of a Federal Aid Project or Task Work Order in its geographic boundaries remains effective. A Party who withdraws will not receive a refund of the Initial Contribution, Membership Fee or Annual Fees.
14. Consent. This Agreement and any required resolution or ordinance of an individual Party shall be considered the Parties' consent to the creation of MTECC as required by Sections 163.01, Florida Statutes.
15. Liability / Sovereign Immunity. The Parties hereto shall each be individually and separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement. Except as specified herein, the Parties shall each individually defend any action or proceeding brought against their respective agency pursuant to this Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof. The Parties shall each individually maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law for governmental entities. Nothing in this Agreement shall be construed to affect in

any way the Parties' rights, privileges, and immunities, including the monetary limitations of liability set forth therein, under the doctrine of "sovereign immunity" and as set forth in Section 768.28 of the Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties, nor shall anything included herein be construed as consent by the Parties to be sued by third parties in any matter arising out of this Agreement. The Parties are entities subject to Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

16. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Chief Executive and/or elected official for the Party for whom it is intended at the location of their City hall.
17. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by a majority of the Parties.
18. Filing. It is agreed that this Agreement shall be filed with the Clerk of the Circuit Court of Broward County, as required by Section 163.01(11), Florida Statutes.
19. Joint Effort. The preparation of this Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than another.
20. Quarterly Reports. A quarterly report of MTECC shall be completed in accordance with generally accepted Government Auditing Standards by an independent certified public accountant. At a minimum, the quarterly report shall include a balance sheet, statement of revenues, expenditures and changes in fund equity and combining statements prepared in accordance with generally accepted accounting principles. All records such as, but not limited to, construction, financial, correspondence, instructions, memoranda, bid estimate sheets, proposal documentation, back charge documentation, canceled checks, reports, and other related records produced and maintained by MTECC, its employees, and consultants shall be deemed public records, and shall be made available for audit, review or copying by a Party to this Agreement upon reasonable notice.
21. Merger. This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all Parties to this Agreement.
22. Assignment. The respective obligations of the Parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other Parties hereto.

23. Severability. If any clause, provision or section of this Agreement is found to be illegal or invalid by any court, the invalidity of such clause, provision or section will not affect the remainder validity of the remainder of the Agreement, and this Agreement will be construed and enforced.
24. Dispute Resolution. If the Parties are unable to resolve an issue about which there may be a disagreement regarding a matter covered in this Agreement or any subsequent Project Administration Agreement or Task Work Order, such dispute will be resolved in the following manner:
- a. The Parties will meet through the respective municipal manager or administrator and the Executive Director, or their respective designee(s), in an effort to resolve the dispute; and
 - b. If the Parties are still unable to resolve the dispute, the Parties agree to further attempt to resolve the dispute in accordance with the governmental conflict procedures specified in Chapter 164, Florida Statutes, or such other process mutually agreed upon in writing by the Parties involved in the dispute.
25. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be and original, but all of which, taken together, shall constitute one and the same agreement.
26. Records. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.
27. Governing Law and Venue. This Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Venue for any claim, objection or dispute arising out of the terms of this Agreement shall be proper exclusively in Broward County, Florida.
28. Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in the Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties any right, remedy, or claims under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties.
29. Effective Date. This Agreement shall become effective upon the execution by the Parties hereto and filing with the Clerk of Court for Broward County.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed the day and year as first stated below.

Attest:

Witness Name: _____

Witness Name: _____

**Broward Metropolitan Planning
Organization**

By: _____

Name: _____

Title: _____

Approved As To Form:

By: _____

Name: _____

Title: _____

Attest:

Witness Name: _____

Witness Name: _____

City of Plantation, Florida

By: _____

Name: _____

Title: _____

___ day of _____, 20___

Approved As To Form:

By: _____

Name: _____

Title: _____

Attest:

Witness Name: _____

Witness Name: _____

City of Pompano Beach, Florida

By: _____

Name: _____

Title: _____

____ day of _____, 20____

Approved As To Form:

By: _____

Name: _____

Title: _____

Attest:

Witness Name: _____

Witness Name: _____

City of Hollywood, Florida

By: _____

Name: _____

Title: _____

____ day of _____, 20____

Approved As To Form:

By: _____

Name: _____

Title: _____

Attest:

Witness Name: _____

Witness Name: _____

City of Deerfield Beach, Florida

By: _____

Name: _____

Title: _____

____ day of _____, 20____

Approved As To Form:

By: _____

Name: _____

Title: _____



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1125

Agenda Date: 3/15/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the City Manager to send a letter to the Florida Department of Transportation District Four Secretary regarding the SW 10th Street Connector Project; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Florida Department of Transportation ("FDOT") has provided certain agreements to the City related to FM# 436964-2-52-01 & 439891-1-52-01 State Road 869 / SW 10th Street Connector Project from Florida's Turnpike / Sawgrass Expressway to I-95 (the "Project"). The FDOT agreements require the City's commitment to a specific timeline to ensure project elements are incorporated into the Department's Design/Build project. These include:

- Utility Work by Highway Contractor (UWHC) – City Expense (Reclaimed Water) – to be executed by June 2022;
- UWHC – FDOT Expense (all Other City wet utilities) - to be executed by June 2022;
- Highway Maintenance Memorandum of Agreement – for Military Trail, Newport Center, SW 12th Ave- to be executed by June 2022;
- Right of Way Memorandum of Agreement (Military Trail) – for acquisition of a narrow R/W strip along the east side of Military Trail, north of SW 10th St, that will become City R/W after construction- to be executed by June 2022;
- Landscape/Irrigation System Maintenance Agreement Amendment to be executed by June 2022, and
- the Lighting Maintenance Agreements – to be executed by June 2022.

Current Activity

The Project will have significant impacts on the City, and the City's residents and businesses, both during and after construction of the Project. The City desires to send a letter to FDOT to advise FDOT of the City's concerns regarding certain items that require coordination with FDOT prior to FDOT's procurement of design and construction contractors for the Project.

It is staff's position that the following matters, as further detailed in the draft letter, require resolution before the City execute any agreement for the Project:

1. Addressing impacts resulting from FDOT's proposed rights of way acquisitions for the Project.
2. The City's request for inclusion in the Project of a reclaimed water line in the public right-of-way within or adjacent to the Project area,
3. Enhanced landscaping and maintenance along the Project area,
4. Installation of decorative lighting along the Project area, and

Recommendation

It is recommended the City Commission support and authorize the City Manager to submit a letter to the FDOT District 4 Secretary regarding the Project and those copied therein.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO SEND A LETTER TO THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR SECRETARY REGARDING THE SW 10TH STREET CONNECTOR PROJECT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation (“FDOT”) has provided certain agreements to the City related to FM# 436964-2-52-01 & 439891-1-52-01 State Road 869/SW 10th Street Connector Project from Florida’s Turnpike/Sawgrass Expressway to I-95 (the “Project”), which require the City’s commitment to a specific timeline to ensure project elements are incorporated into FDOT’s Design/Build Project; and

WHEREAS, the City desires to send a letter to FDOT to advise them of the City’s concerns regarding certain items that require coordination with FDOT prior to the City’s execution of the FDOT agreements and FDOT’s procurement of design and construction contractors for the Project; and

WHEREAS, the City’s letter, attached as Exhibit “A”, (the “Letter”) outlines the following four areas of concern: the City’s request for inclusion in the Project of a reclaimed water line in the public right-of-way within or adjacent to the Project area; enhanced landscaping and maintenance along the Project area; installation of decorative lighting along the Project area; and addressing impacts resulting from FDOT’s proposed rights of way acquisitions for the Project (collectively, the “Areas of Concern”); and

WHEREAS, the City Commission finds it to be in the best interest of the City to authorize the City Manager to transmit the Letter to FDOT regarding the Areas of Concern.

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 supports the contents of the Letter and authorizes the City Manager to transmit the Letter, attached as Exhibit “A”, to FDOT regarding the Areas of Concern.

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

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



March 16, 2022

Gerry O'Reilly, P.E.
District Four Secretary
Florida Department of Transportation
3400 West Commercial Blvd
Fort Lauderdale, FL 33309
Tel (954) 777-4110

RE: FM# 436964-2-52-01 & 439891-1-52-01 State Road 869 / SW 10th Street
Connector from Florida's Turnpike / Sawgrass Expressway to I-95, Broward
County, Deerfield Beach, Florida (the "Project")

Dear Secretary O'Reilly,

The SW 10th Street Project will have significant impacts on the City of Deerfield Beach (the "City"), and the City's residents and businesses, both during and after construction of the Project. This correspondence serves to advise the Florida Department of Transportation ("FDOT") of the City's current and on-going concerns regarding matters that require coordination and resolution with FDOT prior to FDOT's procurement of design and construction contractors for the Project. The City understands and acknowledges that specific Utility Work by Highway Contractor (UWHCA) agreements, landscape agreements, and right-of-way agreements require the City's action and execution on a specific timeline to ensure these project elements are incorporated in the Project. It is the City's position that the following matters have not yet been resolved as further detailed below, and require resolution before the City can execute any agreement for the Project: (1) the long-term fiscal impact resulting from FDOT's proposed right-of-way acquisitions, (2) the City's request that the Project include a reclaimed water line, (3) enhanced landscaping and maintenance, and (4) installation and maintenance of decorative lighting.

Right-of-Way Acquisition and Fiscal Impacts to the City

Based on the current right-of-way acquisition requirements, the City will lose long-standing businesses, and ad valorem and non-ad valorem revenue sources from developed and undeveloped commercial properties. The impacted businesses will be required to relocate and may choose to leave the City of Deerfield Beach. Some currently undeveloped commercial property with great potential for development will be rendered

public right-of-way and therefore unbuildable. These acquisitions will negatively impact future property tax revenue the City stood to realize from future development. The City has requested a list of properties that FDOT will be acquiring for both phases of the project, east and west, but has not received a detailed list as of this letter date.

Reclaimed Water Line

The City requests that FDOT fund a reclaimed water line to be installed within the SW 10th Street right-of-way as part of the overall construction contract for the Project. This reclaimed water line would provide the necessary irrigation for this corridor. Irrigation is a necessary component of the Project and is consistent with Section 228.2(3) of the FDOT Design Manual regarding Landscape Design. The Design Manual requires that an irrigation system design include: “A reliable water source and means of delivery... Conservation of water; e.g., control system technologies including SMART irrigation technologies, reclaimed and reuse sources.” (emphasis supplied). Therefore, the installation of the reclaimed water line benefits components of this Project by providing a water source consistent with water conservation efforts contained in the Design Manual. It is an honest and true assessment that this Project will enhance regional transportation, equally FDOT has the unique ability to enhance water conservation efforts in the region by installing the reclaimed water line that will: alleviate pressure on raw water sources from our precious aquifers, assist in the County’s goal to reduce wastewater outfall, be available to adjacent municipalities, and provide critical infrastructure as the region seeks to become more resilient and sustainable.

Landscaping and Maintenance

The City requests an enhanced plant material palette and landscape maintenance. Pursuant to Section 334.044(26), F.S., FDOT is required to allocate at least 1.5 percent of the amount contracted for construction projects for landscape design, material and installation. In a meeting held on February 1, 2022 with representatives of FDOT, it was shown that only about .04 percent of the total cost of construction was funded for landscaping. While those representatives have since indicated that the total cost of landscaping would be increased, it was very discerning that the City had to again advocate for an increase in total landscape cost and design for this project. The City feels strongly that green space and landscaping are vital components to the SW 10th St. Connector and I-95/SW 10th Street Interchange Projects. These concerns were explicitly expressed by the Public during the COAT visioning process as well as during the PD&E study. Additionally, we believe there is a precedent for FDOT maintenance of landscape and irrigation as predicated by Section 228.4.2: “Include the landscape maintenance cost estimate as an exhibit to the maintenance contract when landscape and irrigation is to be maintained by the Department.” The City requests the enhanced landscaping palette be included and that FDOT maintain the Project landscaping in perpetuity for this critical FDOT asset.

Decorative Corridor Lighting

The City desires to have a more decorative aesthetic for the Project corridor and requests that FDOT fund decorative lighting. Typically, FDOT funds standard cobra head lighting with the municipality funding the difference in cost from the standard lighting to a decorative pole. The City respectfully requests, due to the significance of this Project and impacts on adjacent neighborhoods and businesses surrounding the Project area, that FDOT fund the decorative lighting component to elevate the appeal for this Project.

The City also requests that FDOT continue maintenance responsibilities along this corridor for all lighting in perpetuity.

To continue moving this Project forward without impediment, the City respectfully requests FDOT's consideration of the above listed items. The City desires to resolve these matters before executing of the following agreements:

Utility Work by Highway Contractor (UWHC)

Highway Maintenance Memorandum of Agreement

Right of Way Memorandum of Agreement

Landscape/Irrigation System Maintenance Agreement Amendment

Lighting Maintenance Agreements

Sincerely,

David Santucci
City Manager

c: Deerfield Beach City Commission
Mark Bogen, Broward County Commissioner
Chip LaMarca, State Representative
Patricia Williams, State Representative
Gary Farmer, Senator
Gregory Stuart, Broward MPO Director



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1127

Agenda Date: 3/15/2022

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE OF ORDINANCE ARTICLE VI, "CODE ENFORCEMENT," DIVISION 2 "SPECIAL MAGISTRATE," SECTION 2-361 "ADMINISTRATIVE FINES; COSTS OF REPAIR; LIENS" TO INCREASE THE MAXIMUM AMOUNT OF ADMINISTRATIVE FINES THAT MAY BE IMPOSED BY THE SPECIAL MAGISTRATE FOR CITY CODE VIOLATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for April 5, 2022

Voting Requirement

Adoption requires a 4/5 vote of the City Commission

Background/History

The City utilizes a special magistrate that is established and operates pursuant to Chapter 162, Florida Statutes, and the City Code, to conduct code enforcement hearings. Pursuant to Section 162.09, Florida Statutes, Section 2-361 of the City Code provides for the maximum fines the special magistrate may impose for code violations.

Section 2-361 of the City Code currently provides for maximum fines in the amount of \$250 per day per violation for a first violation, \$500 per day per violation for a repeat violation, and up to \$5,000 per violation if the special magistrate finds the violation to be irreparable or irreversible in nature. In determining the amount of the fine for a particular code violation, Section 162.09, Fla. Stat., and Section 2-361(2)(b) of the City Code require the Special Magistrate to consider the following factors:

1. The gravity of the violation;
2. Any actions taken by the violator to correct the violation; and
3. Any previous violations committed by the violator.

Current Activity

Section 162.09(2)(d), Florida Statutes, provides that a municipality having a population equal to or greater than 50,000 may adopt, by a vote of at least a majority plus one of the entire governing body of the municipality, an ordinance imposing fines not to exceed \$1,000 per day per violation for a first violation, \$5,000 per day per violation for a repeat violation, and up to \$15,000 per violation if the special magistrate finds the violation to be irreparable or irreversible in nature.

The enclosed Ordinance increases the maximum amount of fines that may be imposed by the special magistrate to be consistent with maximum fine amounts provided for in Section 162.09(2)(d), Florida Statutes, for municipalities with populations equal to or greater than 50,000.

Recommendation

Staff recommends approval.

ORDINANCE NO. 2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION” OF THE CITY CODE OF ORDINANCE ARTICLE VI “CODE ENFORCEMENT,” DIVISION 2 “SPECIAL MAGISTRATE,” SECTION 2-361 “ADMINISTRATIVE FINES; COSTS OF REPAIR; LIENS” TO INCREASE THE MAXIMUM AMOUNT OF ADMINISTRATIVE FINES THAT MAY BE IMPOSED BY THE SPECIAL MAGISTRATE FOR CITY CODE VIOLATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE

WHEREAS, the City uses a special magistrate that is established and operates pursuant to Chapter 162, Florida Statutes, and the City Code to conduct code enforcement proceedings; and

WHEREAS, pursuant to Section 162.09, Florida Statutes, Section 2-361 of the City Code provides for the maximum fines the special magistrate may impose for code violations; and

WHEREAS, Section 2-361 of the City Code currently provides maximum fines in the amount of \$250 per day per violation for a first violation, \$500 per day per violation for a repeat violation, and up to \$5,000 per violation if the special magistrate finds the violation to be irreparable or irreversible in nature; and

WHEREAS, Section 162.09(2)(d), Florida Statutes, provides that a municipality having a population equal to or greater than 50,000 may adopt, by a vote of at least a majority plus one of the entire governing body of the municipality, an ordinance imposing fines not to exceed \$1,000 per day per violation for a first violation, \$5,000 per day per violation for a repeat violation, and up to \$15,000 per violation if the special magistrate finds the violation to be irreparable or irreversible in nature; and

WHEREAS, the City desires to increase the maximum amount of fines that may be imposed by the special magistrate, consistent with the maximum fine amounts provided for in Section 162.09(2)(d), Florida Statutes, for municipalities with populations equal to or greater than 50,000; and

WHEREAS, the City Commission hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Deerfield Beach.

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

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

Section 2. Chapter 2 “Administration,” Article VI “Code Enforcement,” Division 2 “Special Magistrate,” Section 2-361 “Administrative Fines; Costs of Repair; Liens” of the City Code is hereby amended to read as follows¹:

Chapter 2 – ADMINISTRATION

ARTICLE VI. – Code Enforcement

Division 2. – Special Magistrate

Sec. 2-361. Administrative fines; costs of repair; liens.

- (2)(a) A fine imposed pursuant to this section shall not exceed ~~\$1,000.00~~\$250.00 per day for a first violation and shall not exceed \$5,000.00 per day for a repeat violation, and in addition, may include all costs of repairs pursuant to subsection (1). However, if the special magistrate finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$15,000.00 per violation. A special magistrate may impose additional fines to cover costs incurred by the city in enforcing its codes and the costs of all repairs undertaken.
- (b) In determining the amount of the fine, if any, the special magistrate shall consider the following factors:
1. The gravity of the violation;
 2. Any actions taken by the violator to correct the violation; and
 3. Any previous violations committed by the violator.

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

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

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

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

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

PASSED 1ST READING ON THIS ____ DAY OF _____, 2022.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK