



Regular City Commission Meeting Agenda

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

Mayor Bill Ganz

Vice Mayor Michael Hudak

District 2 Commissioner Ben Preston

District 3 Commissioner Bernie Parness

District 4 Commissioner Todd Drosky

Tuesday
April 19, 2022
7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Planning & Zoning Board Meeting Minutes

Attachment: March 3, 2022

APPROVAL OF THE AGENDA

April 19, 2022

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/86091875350?pwd=MEIY3hSNENxZHZNWE9sMXJpREhWQT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 860 9187 5350#

Participant ID: #

Passcode: 190019#

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:

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. **Certificate of Recognition presented to the Public Affairs and Marketing Department.**

Sponsor: Office of the City Manager

2. **Certificates of Recognition presented by Captain Hofstein to BSO Law Enforcement staff.**

Sponsor: BSO - Law Enforcement

ADDENDUM

3. **Certificate of Appreciation presented to Lenore Graber, Code Compliance Supervisor, recognizing her dedication and heartfelt compassion to the community.**

Sponsor: Office of the City Manager

4. **Certificate of Recognition presented to Deerfield Beach native and hometown hero, Brandon Powell, wide receiver for the Los Angeles Rams for winning Super Bowl LVI.**

Sponsor: Commissioner Ben Preston

PUBLIC HEARINGS

5. **P.H. 2022-049: Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of a Community Participation Grant to the Deerfield Beach Economic Development Council in the amount of \$40,000; authorizing execution of the Grant Agreement; providing for an effective date. (*Funds from Account #001-1500-552-32-64 - Business Recruitment and Retention*)**

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: EDC Community Participation Grant

PUBLIC HEARINGS - FIRST READING

6. **P.H. 2022-051: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN BY ADOPTING THE EVALUATION AND APPRAISAL BASED COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR THE ADOPTION AND TRANSMITTAL OF THE COMPREHENSIVE PLAN AMENDMENTS PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE CITY OF DEERFIELD BEACH COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and transmit to State

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

Sponsor: Department of Planning & Development Services

Attachment: 2021 Comprehensive Plan

PUBLIC HEARINGS – SECOND READING

7. **P.H. 2022-050: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 70-72 "IMPOSED" AND SECTION 70-127 "IMPOSED" OF CHAPTER 70 "UTILITIES" OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR THE WATER AND WASTEWATER UTILITY RATES TO BE ADOPTED BY RESOLUTION; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Environmental Services

Attachment: Water and Wastewater Utility Rates

8. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the amended schedule of water and wastewater utility rates; providing for conflicts, implementation, and an effective date. (Departmental Business)

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Utility Rate Adjustment

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 APPOINTMENT

9. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Daryl Brown as an alternate member to the Community Appearance Board to fulfill an unexpired term; and providing for an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Bernie Parness

Attachment: CAB Appointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 10. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Non-Disturbance, Recognition, and Direct Leasing Agreement among the City, the Florida Atlantic Research and Development Authority, Deerfield Trust, LLC, a Florida Limited Liability Company ("DT"), and BankUnited, N.A. ("BankUnited") in connection with the Florida Atlantic Research and Development Authority Research Park; providing for execution; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Manager

Attachment: Non-Disturbance Agreement

- 11. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the settlement of all claims against the City in the litigation styled *Carolyn McEvoy vs. City of Deerfield Beach*; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (*Funds from Account #606-0900-519-37-70 - General Liability Legal*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Attorney

Attachment: Carolyn McEvoy Settlement Agreement

- 12. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Proposals #22-11-JW for the pay and classification study to Management Advisory Group International, Inc.; authorizing execution of an agreement with the sole, responsive and responsible consultant, Management Advisory Group International, Inc., for the study services in an amount not to exceed \$62,440.00; providing for implementation and an effective date. (*Funds from Account #001-0800-513-32-99 - Other Contractual Services*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Human Resources

Attachment: Management Advisory Group International, Inc.

- 13. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by Bluewater Movement, Inc. for the Saltwater Slam & Showdown at Sullivan Park, 1633 Riverview Road from 4:00 pm to 8:00 pm on June 11, 2022 and August 13, 2022; approving a waiver of facility use fees; providing for an effective date. (*Funds from Account #001-7005-579-10-01 - Regular Salary & Account #001-7005-579-10-02 - Overtime*)**

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: Bluewater Movement, Inc.

- 14. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by Lighthouse Capital Partners, Inc. d/b/a Dixie Divers for the Annual Dixie Divers Pier Cleanup Special Event taking place at 200 NE 21st Avenue on June 18, 2022 from 8:00 am to 11:00 am, and a night dive special event taking place on June 17, 2022 from 6:30 pm to 9:00 pm; approving a waiver of fees; providing for an effective date. (*Fiscal Impact: \$2,097.00 - Parking*)**

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: Dixie Divers

- 15. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the approval of the Special Event Permit Application submitted by the Deerfield Beach Christian Ministerial Association for their Annual Easter Sunrise Service at Deerfield Beach, 149 SE 21st Avenue from 6:30 a.m. to 7:30 a.m. on April 17, 2022; providing for an effective date. (*Fiscal Impact: \$345 - Parking, Beach Equipment & Stage*)**

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: Deerfield Beach Christian Ministerial Association

- 16. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Reciprocal Use Agreement between the School Board of Broward County and the City of Deerfield Beach for the reciprocal use of facilities for a five year term; authorizing execution of the Agreement; 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 Parks & Recreation

Attachment: Reciprocal Use Agreement

- 17. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Johnson-Laux Construction, LLC, utilizing the Sourcewell, Inc. Indefinite Quantity Construction Agreement IFB# FL-WCA-GC04-041019 for construction of the Central City Campus Truck Wash Station in an amount not to exceed \$191,920.27; providing for execution and an effective date. (Funds from Account #108-5050-541-60-31 - Improvements Other than Buildings)**

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: Johnson-Laux Construction, LLC

- 18. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Work Authorization with Thompson & Associates, Inc. in an amount not to exceed \$470,495.00 for the design of the West Deerfield Drainage Improvement Project; authorizing execution of a Work Authorization; and providing for an effective date. (Funds from Account #186-8000-554-32-99 - American Rescue Plan Act)**

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: Thompson & Associates, Inc.

- 19. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Work Authorization with Craig A. Smith & Associates, Inc. in an amount not to exceed \$171,090.00 for the design of the SE 8th Avenue Drainage Improvement Project; authorizing execution of the Work Authorization; and providing for an effective date. (Funds from Account #186-8000-554-32-99 - American Rescue Plan Act/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: Craig A. Smith & Associates, Inc.

DEPARTMENTAL BUSINESS

- 20. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Sign Relocation and Reconstruction Agreement with Clear Channel Outdoor, LLC pursuant to the City's Billboard Relocation Policy and Section 70.20, Florida Statutes; authorizing execution of the Sign Relocation Agreement; providing for an effective date. (Tabled from November 16, 2021)**

Suggested Action: Applicant requests deferral of this item to the May 17, 2022 Commission Meeting

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

Sponsor: Department of Planning & Development Services

Attachment: Clear Channel Outdoor, LLC

- 21. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Memorandum of Understanding ("MOU") with Deerfield Beach Community Cares, Inc. to collaborate in assisting city residents by supporting mental and behavioral health; 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 Community Services

Attachment: Community Cares, Inc.

- 22. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the State Housing Initiative Program ("SHIP") Local Housing Assistance Plan ("LHAP") for fiscal years 2022/2023 through 2024/2025; authorizing the Mayor to execute any necessary documents and certifications required by the State; authorizing the submission of the LHAP for review and approval by the Florida Housing Finance Corporation; 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: FY 2022-2025 SHIP

- 23. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and adopting the revised personnel rules and regulations and updated employee handbook, attached as Exhibit "A"; providing for conflicts, severability and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Human Resources

Attachment: Employee Handbook 2022

- 24. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the City's Emergency Pay Policy and Procedure applicable during declared emergencies; 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 Human Resources

Attachment: Emergency Pay Policy and Procedure

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

25. Consideration to approve voting delegates to the 2022-2023 Board of Directors for Broward League of Cities.

Suggested Action: Motion on decision of Commission

Sponsor: City Commission

Attachment: 2022-2023 Board of Director Appointments

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, May 3, 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.

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
March 3, 2022
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
Joe Chancy, Alternate
David Kurlander, Alternate

Also Present: Eric Power, Director of Planning & Development Services
Anthony Soroka, City Attorney
Heather Montemayor, Assistant City Clerk

Absent: Kanthiah Easwara Chandran, Alternate
William Lane

PLEDGE OF ALLEGIANCE

Prior to the Pledge of Allegiance, there was a moment of silence in honor of Ukraine.

SEATING OF ALTERNATES

David Kurlander sat in for William Lane, who was not in attendance.

APPROVAL OF MINUTES OF PREVIOUS BOARD MEETING

Motion was made by Ms. Beckford and seconded by Vice Chair Bennett to approve the minutes of December 2, 2021. The motion CARRIED by unanimous vote.

OLD BUSINESS

None.

NEW BUSINESS**P.H. 2022-038: APPLICATION 21-R-194 (PROJECT NAME: 10TH AND PARK TOWNHOMES).**

Applicant: **CASUAL FRIDAY DB 10TH ST TOWNHOMES LLC, represented by Shiff Construction & Development, Inc.**

Proposal: Rezoning application seeking approval to rezone approximately 1.5588 gross acres (1.1459 net acres) from B-1 (Business, Community) to RM-15 (Residence, Multifamily).

Location: The properties are generally described as several parcels of land on LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9, BLOCK 17, ARLINGTON PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGE(S) 52, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, and located at **341, 351, 381, 421, & 441 SW 10th Court.**

SUMMARY BACKGROUND/EXPLANATION

The Applicant, Casual Friday DB 10th ST Townhomes LLC, is requesting approval to rezone the subject parcels from B-1 (Business, Community) to RM-15 (Residence, Multifamily) under the Deerfield Beach Land Development Code.

The Applicant is proposing to rezone the parcels to accommodate for the development of 18 townhouse dwelling units. The subject property requires several approvals in order to facilitate future residential development of the site. Details of the applications/requests is outlined below.

Separate applications have been submitted seeking approval for the proposed development of the subject property and are pending separate review and approval, as follows:

- Site Plan Application No. 21-RM15-64
- Request for the allocation of 18 flex units

The Applicant has submitted a master conceptual plan demonstrating the proposed 18-unit townhouse development consistent with the pending site plan application. The units are divided into two (2) multifamily buildings, each consisting of nine (9), 3-story townhouse units.

A trip generation analysis was submitted with the site plan application and reviewed by the City traffic consultant. Since the analysis of the proposed development resulted in less than 500 daily trips, a trip impact analysis was not required.

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

Eric Power, Director of Planning & Development Services, provided a brief overview of items 1 and 2.

Justin Shiff, 180 SW 6th Street, Pompano Beach, representing the applicant, provided a brief overview of his background, projects Shiff Construction is currently overseeing in the City and the history of the proposed project. Thereafter, a PowerPoint presentation was displayed. He

explained that the application is for approval of an 18-unit development located at 10th Court between 3rd Avenue and 4th Terrace, which will be bordered to the north by Pastor Willie James Ford, Sr. Linear Park on 10th Street. The applicant hopes this project will spur redevelopment in the 10th Street corridor, connecting to Pioneer Grove. Further, Mr. Shiff said the applicant is requesting to rezone the property from B-1 to RM-15 to allow for 18 flex unit townhomes, which will be more compatible with the surrounding, existing uses and is consistent with the City's Comprehensive Plan. He stated that the applicant is also applying for site plan approval for the 18-unit townhome development. Thereafter, various aerials of the subject property were displayed. The property is approximately 1.5 acres and is surrounded by RS-5, open space and PUD zoning districts.

Mr. Shiff said the proposed development is currently zoned as B-1 Commercial, which per City Code allows for convenience stores, restaurants with outdoor seating, brew pubs, laundromats, offices, shopping centers, etc. Although, B-2 and B-3 zoning districts are nearby, the proposed property is surrounded by single family homes and houses of worship; therefore, the applicant believes the proposed project is appropriate. Thereafter, the site plan was displayed. Mr. Shiff explained that the proposed change would not adversely impact neighboring communities, whereas, a residential use would have a lesser traffic impact than the allowed B-1 uses.

Continuing, Mr. Shiff said RM-15 allows for 23 units, but only 18 are being proposed; the lot coverage allows for 40%, but 37.7% is being proposed; the applicant is meeting the minimum front yard setback requirement of 25'; the applicant is proposing a 33'-8" rear setback which exceeds the minimum requirement of 21'-2"; the maximum building height is 75' but 32'-4" is being proposed; and the landscaped area is 42% which exceeds the 35% minimum. Further, he stated that three (3) different floor plans will be offered. All units will be three (3) stories and range from 1,900 square feet to 2,200 square feet and all units will have three (3) bedrooms and three (3) bathrooms except for the end units which will have an additional bathroom. The end units will have two a (2) car garage, the interior units will have one (1) and all units will allow for two (2) cars in the driveway. Further, he said the applicant will be dedicating approximately 4,500 square feet of right-of-way (ROW) to the City for future roadway expansion. The property will include fencing in the rear and on the sides of the property; however, none will be installed in the front as the applicant wants the property to be a part of the neighborhood. Lastly, photographs of the elevations were displayed, which included staggered façades and varying roof lines, balconies and decks facing both north and south, and use of earth tones and mixed materials per the Pioneer Grove design standards.

In response to Chair Plaut's question, Mr. Shiff replied that the sand lot east of the proposed property is not their property but is owned by a church who was not interested in selling.

In response to Chair Plaut's questions, Mr. Power replied that 96 letters were sent out, one (1) was returned and there were no letters of approval or rejection. Further, he said a traffic study was not needed.

In response to Ms. Beckford's questions, Mr. Shiff replied that the ROW dedication is located on the northside of 10th Court. Further, he said the units will be for purchase; however, a price has not been established.

In response to Chair Plaut's question, Mr. Shiff replied that there has been community outreach. In response to Chair Plaut's request, Mr. Power defined flex units.

Chair Plaut opened the public hearing on Items 1 and 2.

Jerry Carwell, 1101 SW 4th Terrace, Deerfield Beach, commented on the parking and traffic that 18 additional units will create in that area. Further, he said the elderly community, in the area, is not in favor of this project as they want to look at an open space, not townhomes.

Janice Tigner, 1090 SW 4th Terrace, Deerfield Beach, provided a brief overview of her tenure as a Deerfield Beach homeowner. Thereafter, she spoke in opposition of the project as it will be an eyesore, create additional traffic issues and block the current residents in. She said many residents in that community are not homeowners or are elderly and did not attend the community outreach meetings. Further, Ms. Tigner said there are multiple sober homes within the community, which residents were unaware. Thereafter, she recommended other areas where this proposed project could be developed. She also stated that at the last community outreach meeting, a starting price of \$500,000 was mentioned, which is not affordable housing. She expressed concern with people purchasing the units and renting them out and reiterated her traffic concerns. Lastly, Ms. Tigner recommended beautifying the area, instead of building on it.

In response to Chair Plaut's questions, Mr. Shiff replied that the intent for these units are to be sold, but an owner can purchase a unit and rent it out; nevertheless, based on the potential cost of the units, it is not foreseen that they will be rented out. Further, he stated that this property will not be a sober home and offered to add that language into the necessary documents. He also explained that there will be a homeowner's association which will take care of the maintenance, etc.

Ms. Beckford asked if a restriction can be added to the homeowner association documents stating that the units cannot be rented for a certain amount of time, i.e. two (2) years.

Mr. Shiff said it can be investigated as he does not want a lot of turnover; however, he is unsure of the proper protocol and will discuss with his attorney, who unfortunately could not attend.

In response to Ms. Balaun's question, Mr. Shiff replied that proposed property will be along 10th Court.

In response to Mr. Kurlander's question, Mr. Power replied that the applicant is required to provide at least two (2) car width for the driveway and the end units have a two (2) car garage and interior units have one (1). Further, if homeowners park tandem, 3-4 cars would fit in this space. Lastly, he reiterated that the applicant is dedicating a ROW space, whereby, the roadway will be widened.

In response to Ms. Balaun's question, Mr. Shiff replied that there are sidewalks which were outlined on a photograph.

Anthony Soroka, City Attorney, clarified that per state law, the City does not have the ability to prohibit vacation rentals; however, homeowner's association documents can limit, restrict and/or prohibit vacation rentals through rental restrictions.

Thereafter, there was a brief discussion regarding language that can be added into the initial homeowner's association documents regarding rental requirements.

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

Vice Chair Bennett said these type applications are difficult because the applicant has done everything correctly to ensure compliance, but redevelopment doesn't always sit well with residents; nevertheless, he reiterated that as long as the application meets the requirements outlined in the City's code, the Board has no valid reason to deny the application. Further, he said the cost of the units have no bearing on the application itself and cannot be held against the applicant. Vice Chair Bennett said with there only being 18 units, he does not foresee a significant impact on traffic, but asked if the traffic analysis has been reviewed by the City's engineer.

Mr. Power replied that per code, a traffic analysis is required for every project, which outlines the current standards for use and determines if more than 500 trips will be created by the project. Although a traffic analysis was submitted it did not meet the threshold for a traffic study to be performed; nevertheless, the property is currently zoned for commercial use which would have generated much more traffic than the proposed residential community. Further, he stated that there are standards for adding speed bumps; whereas, the addition of these residential units may or may not meet those requirements.

In response to Vice Chair Bennett's question, Mr. Power replied that speed bumps must be requested.

Vice Chair Bennett said the current zoning district would create more problems than the proposed; therefore, he believes that this proposal is the best alternative for the City and supports the project.

Motion was made by Ms. Beckford and seconded by Ms. Balaun to approve P.H. 2022-038: Application 21-R-194. The motion CARRIED by unanimous vote.

P.H. 2022-039: APPLICATION 21-RM15-64 (PROJECT NAME: 10TH AND PARK TOWNHOMES).

Applicant: **CASUAL FRIDAY DB 10TH ST TOWNHOMES LLC, represented by Shift Construction & Development, Inc.**

Proposal: Major Site Plan application seeking approval to construct 18 townhomes.

Location: The properties are generally described as several parcels of land on LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9, BLOCK 17, ARLINGTON PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGE(S) 52, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, and located at **341, 351, 381, 421, & 441 SW 10th Court.**

SUMMARY BACKGROUND/EXPLANATION

The Applicant, Casual Friday DB 10th ST Townhomes LLC, is seeking major site plan approval to construct an 18-unit townhouse development on a 1.5588-acre (gross) undeveloped site. Two (2) residential buildings are proposed, each consisting of nine (9), 3-story townhouse units. The total floor area of the development is 41,754 square feet with each unit containing three (3) bedrooms, an attached garage, and private yard.

The subject property is located along Southwest Tenth Court adjacent to the Pastor Willie James Ford, Sr. Linear Park and bordering the Pioneer Grove Special Architectural District. The Pioneer Grove Design Standards have been incorporated into the proposed architectural elements of the building and throughout the site.

The Applicant has also submitted Rezoning Application No. 21-R-194, seeking approval to rezone the subject property from B-1 (Business, Community) zoning district to RM-15 (Residence, Multifamily). The rezoning request is being reviewed concurrently with the site plan.

Additionally, although not within the purview of the Planning and Zoning Board, it should be noted that the Applicant is also requesting the allocation of 18 flex units. The request is being reviewed concurrently with the site plan and rezoning applications, subject to City Commission approval to accommodate the proposed development.

A trip impact analysis was not required as part of this application since daily trip generation would not exceed 500 trips per day.

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

On February 23, 2022, the item was heard and approved by the Community Appearance Board.

Motion was made by Ms. Beckford and seconded by Vice Chair Bennett to approve P.H. 2022-039: Application 21-RM15-64. The motion CARRIED by unanimous vote.

P.H. 2022-040: EVALUATION AND APPRAISAL REPORT UPDATE OF THE 2021 COMPREHENSIVE PLAN.

Applicant: **CITY OF DEERFIELD BEACH**

Proposal: A public hearing to solicit input on the proposed amendments to following elements of the comprehensive plan: Property Rights, Transportation, Utilities; Coastal Management, Conservation, Intergovernmental Coordination, Capital Improvements, Schools, and Climate Change. The proposed amendments are part of the Evaluation and Appraisal Report (EAR) of the 2021 Comprehensive Plan.

Eric Power, Director of Planning & Development Services, introduced Joe Chancy, District 1 alternate member. Thereafter, he provided a brief overview of the Comprehensive Plan, which will be discussed at two (2) meetings; and displayed a PowerPoint presentation. He outlined each element but explained that there are two (2) new elements, property rights and climate change. The property rights element is a new requirement, adopted by the Florida Legislature in 2021,

and provides for property right protection; additionally, adoption of the element is required prior to any other comprehensive plan amendments. Transportation identifies roadways, transit, etc. for the City, wherein, the update includes an analysis for future expected transportation, i.e. Tri-rail, Brightline, etc. and additional opportunities for complete streets. Utilities identify utility services, i.e. potable water, stormwater, etc. The update includes the identification of new development. Coastal Management includes protection of the coastal environment and development; updates include the addition of the coastal zone, which is east of US 1, new land uses, beach and dune restoration projects, etc.

Continuing, Mr. Power outlined additional elements: conservation identifies and analyzes key natural resources, i.e. water resources, wildlife, etc. Updates include conservation and protection of natural systems, water resources and quality, air quality, etc. Intergovernmental coordination is a requirement that governmental agencies get along; updates include the coordination mechanisms with various adjacent and nearby communities, and identifies and updates coordination with state, regional and Broward County government and their agencies. The Capital Improvements Element (CIE) was presented to the Board in November 2021 and adopted by the City Commission in December 2021. Schools provide for a concurrent management system with the Broward County School Board through an interlocal agreement. Updates include capacity of schools, school siting, etc. Climate change was an element added by the State that provides a way for the City to consider performance and progress on sustainable initiatives, i.e. reduce greenhouse gases, emissions, etc. over time.

In response to Chair Plaut's question, Mr. Power and Mr. Soroka replied that the property rights element does not cover eminent domain; it was a directive from the State and the City followed the model provided.

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

In response to Mr. Chancy's questions, Mr. Power replied that the Comprehensive Plan requires that each municipality budget for large scale projects in a five-year capacity, which is updated every year with the additional year added to stay concurrent. Thereafter, Mr. Power outlined the requirements of the plan, as well as some of the projects within the plan. Further, he stated that part of the City is unincorporated Broward County; whereas, the County has retained the water rights, which is outlined in the plan.

In response to Mr. Kurlander's question, Mr. Power replied that parks will be discussed at the next meeting; however, the State requires that there be a certain amount of square footage of park and open space per resident. Thereafter, he provided a brief overview of the process for land use changes.

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

Motion was made by Ms. Balaun and seconded by Vice Chair Bennett to approve P.H. 2022-040. The motion CARRIED by unanimous vote.

STAFF REPORT

April Meeting - Eric Power, Director of Planning & Development Services, stated that there will be a meeting in April.

CHAIRMAN'S REPORT

None.

MEMBERS' REPORTS

None.

ADJOURNMENT

Motion was made by Vice Chair Bennett and seconded by Mr. Kurlander to adjourn the meeting at 8:09 p.m. The motion CARRIED by unanimous vote.

Thomas Plaut, Chair
Planning and Zoning Board



City Commission Meeting - April 19, 2022

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, April 19, 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 April 19, 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. A copy of the agenda for the April 19, 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.

2. Zoom

a. Via Zoom Online - Access to the meeting will begin at 6:45 PM on April 19, 2022.

i. Use the following link below to access the meeting via Zoom:

<https://deerfield-beach.zoom.us/j/86091875350?pwd=MEIiY3hSNENxZHZNWE9sMXJpREhWQT09>

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: 860 9187 5350#, Participant ID: #, Passcode: 190019#

For more information on using Zoom, please visit Zoom Support at the following link: <https://support.zoom.us/hc/en-us>.

3. YouTube

The meeting will also be available to the public via YouTube for audio and video access; however, public participation, i.e. comments are not possible. The link to watch the meeting via YouTube will be active no later than 6:45 PM on April 19, 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. **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.
3. **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. 2022-1134

Agenda Date: 4/19/2022

Status: PUBLIC HEARINGS

In Control: City Commission

Title

P.H. 2022-049: Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of a Community Participation Grant to the Deerfield Beach Economic Development Council in the amount of \$40,000; authorizing execution of the Grant Agreement; providing for an effective date. (Funds from Account #001-1500-552-32-64 - Business Recruitment and Retention)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$40,000

Account Name: Business Recruitment and Retention

Account Number: 001-1500-552-32-64

Background/History

As part of the approved FY 2022 Budget, the City Commission approved Community Participation Grant funding in the amount of \$40,000 (the "Grant") for the Deerfield Beach Economic Development Council ("DBEDC"). The Grant is to support the DBEDC in their mission of marketing the City of Deerfield Beach to inward investment in the field of advanced industries and high-wage employers to advance the goal of creating jobs for residents and expanding the tax base.

The strategic goal of marketing the City of Deerfield Beach is contained in the City's Economic Development Strategy. The DBEDC is a community-based not-for-profit organization whose mission includes advancing these goals.

Current Activity

The DBEDC has submitted an application to the City for \$50,000 in funding. Staff recommends awarding the DBEDC a Grant in the amount of \$40,000. The grant funding will be subject to the conditions set forth in City Resolution No. 2020/115, which authorizes financial contributions to local charitable and public purpose organizations. This is a budgeted item.

Recommendation

Approval is recommended.

RESOLUTION NO. 2022/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF A
COMMUNITY PARTICIPATION GRANT TO THE DEERFIELD BEACH
ECONOMIC DEVELOPMENT COUNCIL IN THE AMOUNT OF \$40,000;
AUTHORIZING EXECUTION OF THE GRANT AGREEMENT;
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Resolution 2020/115 authorizes the City Commission to make financial contributions to local charitable and public purpose organizations through a Community Participation Grant (the “Grant”) and provides guidelines for applying for and approval of such Grants; and

WHEREAS, the organization applying for a Grant must file an application satisfying the minimum requirements outlined in Resolution 2020/115 and the City must hold a public hearing for approval of Grants over \$20,000; and

WHEREAS, the Deerfield Beach Economic Development Council (the “EDC”) is an independent nonprofit organization whose primary purpose is to promote the City as a premiere business destination; and

WHEREAS, the City budgeted \$40,000 in Fiscal Year 2021/2022 for grant funding to the EDC; and

WHEREAS, the EDC has submitted an application to the City for \$50,000 in Grant funds (the “Grant Funds”); and

WHEREAS, Resolution 2020/115 requires the EDC to enter into an agreement with the City for the EDC’s receipt of the Grant Funds; and

WHEREAS, the City Commission desires to approve the EDC’s Grant application in the amount of \$40,000, subject to the terms and conditions of Resolution 2020/115 and authorize the execution of the grant agreement with the EDC, attached as Exhibit “A” (the “Grant 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 Grant to the EDC in the amount of \$40,000, subject to execution of the Grant Agreement.

Section 3. The City Manager is authorized to execute the Grant Agreement with the EDC, 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 become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

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

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, April 19, 2022** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting) to consider the following:

P.H. 2022-049: A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of a Community Participation Grant to the Deerfield Beach Economic Development Council in the amount of \$40,000; authorizing execution of the Grant Agreement; providing for an effective date.

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

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

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

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

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Friday, April 8, 2022

GRANT AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2022, between the City of Deerfield Beach, Florida, (the “CITY”) and the Deerfield Beach Economic Development Council, a Florida Not For Profit Corporation (the “GRANTEE”), as follows:

WHEREAS, the GRANTEE submitted to the CITY a community participation grant application in compliance with Resolution No. 2020/115; and

WHEREAS, the Deerfield Beach City Commission passed Ordinance 2021/XXX appropriating sufficient funds for this Grant; and

WHEREAS, Resolution No. 2020/115 requires the GRANTEE to enter into an agreement with the CITY before final allocation of grant funds; and

WHEREAS, the total amount of grant funds to be provided is \$40,000 (the “Grant Funds”); and

WHEREAS, the City is providing Grant Funds to the GRANTEE based upon the independent expertise of GRANTEE to undertake economic development initiatives which will benefit the City; and

WHEREAS, the GRANTEE shall have no authority to represent itself as acting on behalf of the City or as an agent or representative of the City and shall act independent of the City.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of all such covenants and conditions, the CITY and the GRANTEE hereby agree as follows:

- 1. Recitations.** The above recitations are true and accurate and are hereby made a part of this Agreement.
- 2. Project.** GRANTEE agrees to use the Grant Funds to provide programs, exhibitions, publications, special events and outreach services as further detailed in the scope of services attached as Exhibit “A”, which is incorporated herein by reference (collectively, the “Project”).
- 3. Purpose of this Agreement.** The purpose of the Grant Funds provided under this Agreement is to provide financial assistance to the GRANTEE to achieve the goals and objectives of the Project.
- 4. Term.** This Agreement shall be effective upon the date of execution by all parties and shall continue until September 30, 2022, unless terminated earlier as provided in this Agreement (the “Term”). At the expiration of the Term, any unexpended Grant Funds received by GRANTEE shall be returned to the CITY within ten (10) days from the Term’s expiration.

5. **Payment.** The CITY agrees to provide the GRANTEE the Grant Funds in an amount not to exceed \$40,000.00 to support GRANTEE's efforts to implement the Project during the Term, which Grant Funds shall be expended in accordance with Exhibit "A."

6. **Required Reporting.** The GRANTEE shall submit a Semi-Annual Progress Report and an Exit Report to the Legislative and Community Affairs Department. The CITY shall provide GRANTEE with the reporting forms. The GRANTEE shall complete the reports in their entirety and provide them to the CITY by the due date specified below. Failure to comply with the reporting requirements shall constitute a breach of this Agreement and may result in GRANTEE repaying the Grant Funds to the CITY and GRANTEE'S disqualification from future grant cycles.

- a) The Semi-Annual Progress Report shall conform to the form attached as Attachment A, and is due within 15 days of the reporting period (October 1st – March 30th) end date, no later than April 15th. It shall include a project status update, percentage of work completed, and the total amount of project expenditures incurred to date.

The Exit Report shall conform to the form attached as Attachment B, and is due on the Agreement end date, September 30th. The report shall include project accomplishments and demonstrate that the Grant Funds were used for its intended purpose. It must include documentation of all expenditures incurred such as paid invoices/receipts, canceled checks, payroll detail, bank statements etc.

7. **Termination for Cause.** This Agreement may be terminated by the City for cause if the GRANTEE is in breach of this Agreement and fails to correct the breach within ten (10) days after written notice from the CITY identifying the breach. Upon receipt of such notice, and unless otherwise directed by the City in writing, GRANTEE shall immediately cease all activities that may cause additional Grant Funds to be spent. In the event this Agreement is terminated for cause by the City, GRANTEE shall immediately return such portion of the Grant Funds that have not been expended to accomplish the Project.

8. **Scrutinized Companies List.** GRANTEE certifies that its contractors are not on the Scrutinized Companies that Boycott Israel List. The City may immediately terminate this Agreement at its sole option if the GRANTEE or its contractors are found to have submitted a false certification; or if the GRANTEE, 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.

9. **City Liaison.** The CITY's primary representative/liaison during the performance of this agreement shall be the City Manager or his designee.

10. **Notices.** Any notices or documents provided for in this Agreement shall be in writing to address set forth below:

CITY: David Santucci, City Manager
150 NE 2 Street
Deerfield Beach, FL 33441

With a copy to: City Attorney
Weiss Serota Helfman Cole & Bierman P.L.
1200 N Federal Highway Suite 312
Boca Raton, FL 33432

GRANTEE: Dave Mirantz
Executive Director
Deerfield Beach Economic Development Council
10 Fairway Drive, #125
Deerfield Beach, FL 33441

11. Prior Agreements. This Agreement terminates any and all prior agreements between the parties, and any such agreements shall be of no further force and effect.

12. Indemnification: The GRANTEE shall indemnify and hold harmless the CITY, its directors, commissioners, officers, agents, volunteers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, in connection with or arising directly or indirectly out of the acts or omissions of the GRANTEE and other persons employed or utilized by the GRANTEE, to the fullest extent permitted by law. Nothing in this Agreement shall be deemed or treated as a waiver by the CITY of any immunity to which it is entitled by law, including but not limited to the CITY'S sovereign immunity as set forth in Section 768.28, Florida Statutes. This paragraph shall survive termination of this agreement.

13. Representation Of Authority: Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

14. Jurisdiction and Venue: Any dispute arising from this Agreement is to be resolved according to Florida law, which controls same, and such disputes may be litigated only in the courts having jurisdiction in and over Broward County Florida.

15. Audit Right And Retention of Records

A. During the Term of this Agreement and for three (3) years following the Agreement's expiration, the CITY shall have the right to audit the books, records, and accounts of the GRANTEE and its subcontractors that are related to this Agreement or the expenditure of Grant Funds. The GRANTEE and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of the

GRANTEE and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the GRANTEE or its subcontractors, as applicable, shall make same available at no cost to the CITY in written form.

- B. The GRANTEE and its subcontractors shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time but, in any event, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the CITY to be applicable to the GRANTEE's and its subcontractors' records, the GRANTEE and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the GRANTEE or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the CITY's disallowance and recovery of any payment upon such entry.
- C. The GRANTEE shall:
- i. Keep and maintain public records required by the CITY to perform the Scope of Services.
 - ii. Upon request by the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the GRANTEE does not transfer the records to the CITY.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the GRANTEE or keep and maintain public records required by the CITY to perform the Scope of Services. If the GRANTEE transfers all public records to the CITY upon completion of the Agreement, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the Agreement, the GRANTEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of records, in a format that is compatible with the information technology systems of the CITY. No confidentiality or non-disclosure requirement of either federal or state law shall be violated by GRANTEE or its subcontractors. Any

incomplete or incorrect entry in such books, records, and accounts shall be a basis for OWNER'S disallowance and recovery of any payment upon such entry. GRANTEE shall, by written Agreement, require any of its subcontractors performing under this Agreement to agree to the requirements and obligations of this Section.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

15. **Tax Return.** In accordance with the City's policy for Grant funds in excess of \$10,000, the GRANTEE agrees to provide a tax return for the three most recent tax years and for the year in which the Grant funds are received.
16. **Assignment.** Neither party to this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party.
17. **Compliance with Law.** The GRANTEE shall comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Grant Funds and Scope of Services. Execution of this Agreement constitutes a certification that the GRANTEE is in compliance with all requirements imposed by applicable federal, state, and local laws and regulations.
18. **Materiality and Waiver of Breach.** The CITY and the GRANTEE agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. The CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
19. **Performance of Project.** Actions by GRANTEE pursuant to this Agreement shall be subject to the supervision of GRANTEE. In providing such services, neither GRANTEE nor its agents shall act as officers, employees or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of GRANTEE. This Agreement shall not constitute or make the parties a partnership or joint venture.

CITY OF DEERFIELD BEACH

GRANTEE

By: _____
David Santucci
City Manager

By: _____
Dave Mirantz
Executive Director

Attest: _____
Samantha Gillyard, CMC
City Clerk

Approved as to form and
legal sufficiency for the use
and reliance of the City of Deerfield Beach only

By: _____
City Attorney



City of Deerfield Beach

Community Participation Grant Application

Fiscal Year 2022 Cycle

Please read the [Community Participation Grant Guidelines](#) prior to completing this application. Submit completed applications and required documents electronically by May 31, 2021 to legislative&communityaffairs@deerfield-beach.com and anicholas@deerfield-beach.com.

1. Basic Information

Name of Applicant Organization: Deerfield Beach Economic Development

Federal Tax ID Number: 82-2690110

Organization Address: 10 FairwDr., #125 Deerfield Beach, FL 33441

Contact Person: David Mirantz Title: Executive Director

Telephone Number: _____ Email Address: dmirantz@deerfie

Grant Request Information

2. Amount of Grant Request: Firty Thousand dollars (\$50,000.00)

Note: The City of Deerfield Beach reserves the right to award less funds than requested. Applicants should be prepared to discuss what a reduction would look like for project.

3. Did the organization apply for and/or receive Community Participation Grant in 2019, 2020, and/or 2021?

☒ Applied, awarded more than once

☐ Applied, not awarded

☐ Applied, awarded once

☐ Did not apply

4. What is the organization's primary purpose?

PURPOSE: A consensus building platform where the private and
and talent on a regional action plan to promote the growth of hig

MISSION: To advance the economic prosperity of Deerfield Bea

Project Details

5. Provide a summary of the project/program.

The DB-EDC has 6 strategic areas of focus

Coalition building-Develop collaborative relationships with public organizations to indentify and implement economic developmen

Business Expansion and Attraction-Support existing business gr
producing business to Deerfield from outside the state of Florida

Workforce Development-Bridge the gap between workplace nee
making DFB a more appealing destinatin for relocating compani

Commercial and Infrastructure Development- Identify, promote a
developmet

Marketing: Position the City of Deerfied Beach as the region's de
catalyst.

Resourse Development- Expand the private public partnership t
values, talent and resources.

6. Identify and describe existing needs in the community that the project/program will address.

The DB-EDC needs to expand its relevance as the organization that focusses on "targeted Industry

In our City.

Improve cooperation of business visitation and expansion progr

Continue to develop targeted marketing campaigns for job expa

Focus on local, regional, state and national in person out reach.

7. Describe the goals and objectives of the project/program. Provide performance metrics and explain how each will be measured.

See attached Addendum

8. Required Documents

The following documents are required with all applications.

- ☐ Detailed itemized budget (Exhibit 1 – Budget Sheet)
- ☒ Current Copy of IRS W-9 Form
- ☒ Copy of IRS letter or certificate, verifying tax-exempt status
- ☒ Copy of Tax Returns for the three (3) most recent years
- ☒ List of Board of Directors
- ☒ Articles of Incorporation
- ☒ List of monetary and/or in-kind donations from the City

Additional documents may be required during the application review process, at the City's discretion. Applicants will be notified in such cases.

Awardees will be required to submit an Exit Report at the end of the grant agreement. Visit the [Community Participation Grant](#) web page for the Exit Report template.

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

Bob Birdsong

 Print Name

Robert Birdsong

 Signature

Digitally signed by Robert Birdsong
 DN: cn=Robert Birdsong, o.ou, email=robb@okgenerators.com, c=US
 Date: 2021.05.31 11:47:34 -0700

Board chair

 Title

5-29-2021

 Date



EXHIBIT 1: COMMUNITY PARTICIPATION GRANT BUDGET SHEET

NAME OF ORGANIZATION:

Please complete the itemized budget sheet below for the Community Participation Grant.

ITEM	ITEM DESCRIPTION	QUANTITY NEEDED	UNIT COST	TOTAL COST
Marketing and Outreach	Develop outreach and marketing campaigns for	1	\$50,000	\$50,000
GRAND TOTAL		50		



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1190

Agenda Date: 4/19/2022

Status: PUBLIC HEARINGS - FIRST
READING

In Control: City Commission

Title

P.H. 2022-051: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN BY ADOPTING THE EVALUATION AND APPRAISAL BASED COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR THE ADOPTION AND TRANSMITTAL OF THE COMPREHENSIVE PLAN AMENDMENTS PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE CITY OF DEERFIELD BEACH COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and transmit to State

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

Pursuant to Florida law, each local government is required to evaluate their Comprehensive plan every 7 years to determine if the document must be amended through the Evaluation and Appraisal Report (EAR). Staff recently evaluated the Comprehensive Plan and at the April 6, 2021 City Commission meeting, the Commission approved the analysis provided by Staff to submit to the State of Florida indicating that amendments to the Comprehensive Plan were necessary. The Comprehensive Plan update is due to the State by May 12, 2022.

The Comprehensive Plan consists of several distinct elements that assist the City in evaluating and preparing for the future. Due to the expanse of the document, staff has chosen to present the proposed changes into two separate presentations over two Planning & Zoning Board hearings and two City Commission meetings for ease of review and discussion. On March 3, 2022 the Planning and Zoning Board, and on April 5, 2022, the City Commission heard a presentation on amendments to nine (9) of the twelve (12) elements of the Comprehensive Plan. The amendments to the remaining three (3) elements, and the Introduction were presented at the Planning & Zoning Board at their April 7, 2022 hearing, and the Comprehensive Plan Amendments were recommended for approval by the Planning and Zoning Board. The amendments to the remaining three elements are summarized below:

0-Introduction- provides an introductory background to the Comprehensive Plan and includes a summary of new state laws that regulate comprehensive planning and the impact on the overall document.

2-Future Land Use- designates the future land use patterns for the City and establishes goals and

objectives for the Comprehensive Plan. The goals, objectives and policies set forth in the Future Land Use element are the general ends the City wants to achieve.

4-Housing- identifies existing and projected deficits in the supply of affordable housing and housing for households with special housing needs. The housing element also provides plans and policies which guide both the public and private sectors in addressing the deficits.

8-Recreation & Open Space- identifies the future recreational areas, facilities, and program needs of the City as reflected in the goals and objectives set forth in the Comprehensive Plan. Included is an analysis of existing parks and facilities and future needs.

In addition to approval of the above elements, the City Commission shall vote on the entire Comprehensive Plan update, for the required submittal to the State of Florida land planning agency.

The final vote on the Ordinance approving the Comprehensive Plan will take place after review by the State.

A copy of the Comprehensive Plan PKT #2 can be found at <https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:c85cc3af-b098-43df-b7ae-7ccb9159f6fd>.

ORDINANCE NO. 2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN BY ADOPTING THE EVALUATION AND APPRAISAL BASED COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR THE ADOPTION AND TRANSMITTAL OF THE COMPREHENSIVE PLAN AMENDMENTS PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE CITY OF DEERFIELD BEACH COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Section 163.3191, Fla. Stat., each local government is required to evaluate their Comprehensive Plan every seven years through the evaluation and appraisal process to determine if Plan amendments are necessary to reflect changes in state requirements and to notify the state land planning agency as to the local government's determination; and

WHEREAS, at the April 6, 2021 City Commission meeting, the Commission approved the analysis provided by Staff to submit to the State of Florida indicating that amendments to the City's Comprehensive Plan are necessary; and

WHEREAS, on March 3, 2022 and April 7, 2022, the City's Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, reviewed the evaluation and appraisal based Comprehensive Plan Amendments, as set forth in attached Exhibit "A", (the "Comprehensive Plan Amendments") and recommended approval to the City Commission; and

WHEREAS, after reviewing the Planning and Zoning Board recommendation, the recommendation of the Planning and Development Services Department, and the comments from the public, the City Commission finds that there is sufficient data, analysis and support for the Comprehensive Plan Amendments, attached as Exhibit "A" to this Ordinance,; 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. **Adoption of Comprehensive Plan Amendments.** That the City Commission hereby adopts the Evaluation and Appraisal based Comprehensive Plan Amendments, attached as Exhibit "A", into the City's Comprehensive Plan.

Section 3. Transmittal. That City staff is authorized to transmit copies of this Ordinance, and the related Comprehensive Plan Amendments, as shown in the attached Exhibit “A”, to the Florida Department of Economic Opportunity, all other units of local government and governmental agencies as required by Florida law for review and comment, after a vote on first reading of this Ordinance.

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

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

Section 6. Inclusion in the City’s Comprehensive Plan. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance, including the Comprehensive Plan Amendments, shall become and be made a part of the City of Deerfield Beach Comprehensive Plan, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 7. Effective Date. That this Ordinance shall be effective immediately upon passage by the City Commission on Second Reading, except that the effective date of the comprehensive plan amendments approved by this Ordinance shall be the date a final order is issued by the Florida Department of Economic Opportunity or Administrative Council finding the plan amendments in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. The Florida Department of Economic Opportunity notice of intent to find the plan amendments in compliance shall be deemed to be the final order if no timely petition challenging the plan amendment is filed.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2022.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Memorandum

TO: David Santucci, City Manager

FROM: Eric M. Power, Director of Planning & Development Services

DATE: April 19, 2022

RE: **AN ORDINANCE TO APPROVE THE 2021 COMPREHENSIVE PLAN UPDATE, AND TO APPROVE THE PLAN FOR TRANSMITTAL TO THE FLORIDA DEPT. OF ECONOMIC OPPORTUNITY**

Per Florida Statutes each local government is required to evaluate the Comprehensive plan every (7) years to determine if the document must be amended through the Evaluation and Appraisal Report (EAR). Staff recently evaluated the Comprehensive Plan and at the April 6, 2021 City Commission, the Commission approved the analysis provided by Staff to submit to the State of Florida indicating that amendments to the Comprehensive Plan were necessary. The Comprehensive Plan update is due to the State by May 12, 2022.

The Comprehensive Plan consists of several distinct elements that assist the City in evaluating and preparing for the future. Due to the expanse of the document, staff has chosen to break the proposed changes into two separate items for approval over two Planning & Zoning Board hearings and two City Commission meetings for ease of review and discussion. On March 3, 2022 the Planning and Zoning Board, and on April 5, 2022, the City Commission heard a presentation on nine (9) of the twelve (12) elements of the Comprehensive Plan. The remaining three (3) elements, and the Introduction were approved by the Planning & Zoning Board at their April 7, 2022 hearing and are summarized below:

0-Introduction- provides an introductory background to the Comprehensive Plan and includes a summary of new state laws that regulate comprehensive planning and the impact on the overall document.

2-Future Land Use- designates the future land use patterns for the City and establishes goals and objectives for the Comprehensive Plan. The goals, objectives and policies set forth in the Future Land Use element are the general ends the City wants to achieve.

4-Housing- identifies existing and projected deficits in the supply of affordable housing and housing for households with special housing needs. The housing element also provides plans and policies which guide both the public and private sectors in addressing the deficits.

8-Recreation & Open Space- identifies the future recreational areas, facilities, and program needs of the City as reflected in the goals and objectives set forth in the Comprehensive Plan. Included is an analysis of existing parks and facilities and future needs.

In addition to approval of the above elements, the City Commission shall vote on the entire Comprehensive Plan update, for the required submittal to the State of Florida land planning agency. The final vote on the Comprehensive Plan will take place after review by the State.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1186

Agenda Date: 4/19/2022

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2022-050: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 70-72 "IMPOSED" AND SECTION 70-127 "IMPOSED" OF CHAPTER 70 "UTILITIES" OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR THE WATER AND WASTEWATER UTILITY RATES TO BE ADOPTED BY RESOLUTION; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

An integrated utility master plan has been created for the City's water and sewer utility system. As part of this study, Raftelis Financial Consultants, Inc. ("Raftelis") completed a financial analysis of the City's Water and Wastewater System Master Plan. This analysis summarizes a review of the City's rate levels necessary to support funding required for the projects identified in the Master Plan and to meet the project water and wastewater utility revenue requirements for a twenty-year fiscal period.

The rate analysis is designed to meet a number of goals and objectives. The main objective is to estimate the rate levels necessary to produce revenue sufficient to meet projected expenditure requirements of the system. Other goals include that the proposed rate should allow the utility to maintain a financial position that is sustainable and consistent with industry standards to promote credit worthiness and comply with rate covenant requirements associated with debt and future borrowings.

The primary reasons for the identified rate adjustments include the following:

1. The need to fund capital improvements and upgrades as identified in the City's capital improvement program and in the Master Plan, including annual renewal and replacement requirements, and major capital improvement.
2. Increased operating expenses as a result of inflationary effects on the cost of labor, electricity, fuel, health insurance, chemicals, and other operating expenditures.
3. Increasing cost of wholesale water and wastewater service provided by the County.
4. The need to maintain appropriate debt service coverage ratios associated with existing and anticipated utility debt.
5. The need to maintain adequate operating reserves and margins to ensure a sustainable financial position and fund for emergencies.

Specific assumptions for Operations and Maintenance to establish the proposed rate include general cost escalations for future expenditures to include: labor - 3% annually, health insurance - 6% annually, contractual services - 4% annually, repair and maintenance - 3% annually, consumer price index - 3% annually, and chemicals, electricity, and fuel at 5% annually. Factored into the proposed rate, the Renewal and Replacement Fund assumes funding at 4% annually to 10% of rate revenues to ensure adequate funding to maintain aging water treatment, distribution, and sewer collection assets. As the City does not own its own wastewater treatment facility, the City pays Broward County for wholesale wastewater services on a monthly basis. The rate is based on treatment expenses and flows and is projected to increase, based on historical data, at approximately 5% annually. Additionally, the forecast assumes the issuance of additional debt to fund CIP projects. The City's Bond Resolution

requires the City to maintain rates adequate to exceed a minimum debt service coverage ratio on senior lien debt equal to 125% and 115% of the subordinate lien debt service requirements after the payment of Senior Lien Bond Service Requirements. Lastly, the water and wastewater systems should have adequate cash reserves in order to meet day to day funding needs equal to 120 days of annual rate revenue.

Current Activity

Based on the above industry practices and analysis summarized , Raftelis offers the following findings and conclusions for consideration by the City Commission:

1. The City should adopt the proposed near term water rate adjustments beginning June 1, 2022 to recover projected revenue requirements and sufficiently fund the system's near-term operations and capital needs.
2. The City should adopt proposed near term wastewater rate adjustments beginning June 1, 2022 to recover projected revenue requirements and fund the system's near-term operations and capital needs.
3. The City should perform an update to its initial financial forecast to ensure adequacy and sustainability of the City's long term rate plan as well as to account for revenue shortfalls that were a result of the impact due to Covid-19 and federal stimulus dollars supporting several capital improvements.
4. The proposed rates comply with all rate covenant requirements associated with existing and future debt.
6. The proposed rates are still below the average when compared to other Florida utilities.

The proposed rates and charges for water and wastewater service are designed to meet the goals and objectives outlined and will be sufficient to provide for recovery of the total costs anticipated for the System.

Staff is recommending that water and wastewater rates be adopted by resolution of the City Commission. The enclosed Ordinance revises the City Code to provide that the water and wastewater rates shall be established by the City Commission by resolution. A resolution establishing the new water and wastewater rates will be presented to the City Commission at the same Commission Meeting as the second reading of this Ordinance.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach amend the City Code to provide for the water and wastewater rates and charges to be adopted and amended by resolution of the City Commission.

ORDINANCE NO. 2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 70-72 “IMPOSED” AND SECTION 70-127 “IMPOSED” OF CHAPTER 70 “UTILITIES” OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR THE WATER AND WASTEWATER UTILITY RATES TO BE ADOPTED BY RESOLUTION; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the City Commission finds it periodically necessary to amend its Code of Ordinances in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, as part of an integrated utility master plan created for the City’s water and wastewater utility system, a financial analysis of the City’s Water and Wastewater System Master Plan was completed, which summarized a review of the City’s rate levels necessary to support the funding required for projects identified in the City’s Master Plan and to meet the project water and wastewater utility revenue requirements for a 20-year fiscal period; and

WHEREAS, based on this review, the City has found that the current water and wastewater revenues are inadequate to meet the projected expenditure requirements for the City’s utilities system in order to maintain a financially sound utility and fund its anticipated needs; and

WHEREAS, the City Commission desires to increase water and wastewater rates to generate the water and wastewater system revenues needed in order to maintain a financially sound utility; and

WHEREAS, the City has provided notice of the proposed water and wastewater rate, charge, or fee increase to each water and sewer customer through the City’s utility billing process pursuant to Section 180.136, Florida Statutes; and

WHEREAS, staff recommends the City Commission adopt this ordinance, amending Chapter 70 “Utilities” of the City Code to provide for water and wastewater utility rates to be adopted by resolution approved by the City Commission.

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

Section 1. The above “WHEREAS” clauses are true and correct and are made a part of this Ordinance.

Section 2. Chapter 70 “Utilities” of the City Code of Ordinances is hereby amended to read as follows¹:

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

Chapter 70 UTILITIES

ARTICLE II. SANITARY SEWERS

Division 4. Rates and Charges

Sec. 70-72. Imposed.

The following wastewater rates and charges, which shall be established by the City Commission by resolution and may be amended from time to time by resolution, are hereby imposed upon all customers of the City wastewater system (the various categories of customers being defined in section 70-71) and shall be reflected in all utility billings, ~~computed after March 1, 2008.~~ Copies of the current rates shall be maintained in City Hall at all times, and shall be available for review by any customer of the utility during the normal business hours of City Hall. The monthly wastewater bill shall be the sum total of the base charge and the disposal or effluent charge. Except as noted ~~below~~ in the City Commission adopted rate schedule for wastewater meters, all wastewater disposal charges listed in the rate schedule ~~this subsection~~ shall be imposed on 100 percent of total water consumption per water meter per month.

	Base Monthly Charge	Per 1,000-Gallon Monthly Disposal Charge	
Single family dwelling:			
Per dwelling unit	\$10.98	\$2.71	
No wastewater disposal charge shall be imposed on water usage above 12,000 gallons per month per single family dwelling.			
Multiple family dwelling:			
Per dwelling unit	\$6.71	\$2.71	Per 1,000-Gallon Monthly Disposal Charge
No wastewater disposal charge shall be imposed on water usage above 9,000 gallons per month per multiple family dwelling unit.			

Community service account:			
Per dwelling unit-	\$4.57	\$2.71	
No wastewater disposal charge shall be imposed on water usage above 7,200 gallons per month per dwelling unit.-			
General service account:			
Water meter size-			
0.75 inch-	\$10.98	\$2.71	
1.00 inch-	\$27.45	\$2.71	
1.50 inch-	\$54.91	\$2.71	
2.00 inch-	\$87.86	\$2.71	
3.00 inch-	\$192.19	\$2.71	
4.00 inch-	\$329.48	\$2.71	
6.00 inch-	\$686.39	\$2.71	
8.00 inch-	\$988.41	\$2.71	
10.00 inch-	\$1,592.44	\$2.71	
12.00 inch-	\$2,361.20	\$2.71	
General service account using a wastewater meter:			
6.00 inch wastewater meter-	\$686.39	\$2.71	
8.00 inch wastewater meter-	\$988.41	\$2.71	
10.00 inch wastewater meter-	\$1,592.44	\$2.71	
The wastewater effluent charge shall be imposed on 100 percent of the total effluent per wastewater meter per month.-			

ARTICLE III. WATER SYSTEM

Division 2. Water Rates and Charges

Sec. 70-127. Imposed.

The ~~following~~ water rates and charges, which shall be established by the City Commission by resolution and may be amended from time to time by resolution, are hereby imposed upon all customers of the City water system (the various categories of customers being defined in section 70-126) and shall be reflected in all utility billing ~~computed after March 1, 2008~~. Copies of the current rates shall be maintained in City Hall at all times, and shall be available for review by any customer of the utility during the normal business hours of City Hall. The monthly water bill shall be the sum total of the base charge and the consumption charge;.

	Base-Monthly-Charge	Per 1,000-Gallon-Consumption Charge	
Single-family dwelling:			
Per dwelling unit	\$15.00		
First 6,000 gallons of use		\$2.65	
Next 6,000 gallons of use		\$3.67	
Above 12,000 gallons of use		\$4.03	
Multiple family dwelling:			
Per dwelling unit	\$9.15		
First 6,000 gallons of use		\$2.65	
Next 6,000 gallons of use		\$3.67	
Above 12,000 gallons of use		\$4.03	
Community service account:			
Per dwelling unit	\$5.93		
First 6,000 gallons of use		\$2.65	
Next 6,000 gallons of use		\$3.67	
Above 12,000 gallons of use		\$4.03	
"Irrigation only" service for single-family dwelling:	15.00		
First 12,000 gallons of use		\$3.67	
Above 12,000 gallons of use		\$4.03	
"Irrigation only for other than single-family dwelling" accounts:			
Water meter size			
0.75 inch	\$15.00		
1.00 inch	\$37.51		
1.50 inch	\$75.00		
2.00 inch	\$120.02		
3.00 inch	\$262.53		
4.00 inch	\$450.05		
6.00 inch	\$937.60		
8.00 inch	\$1,350.14		
First 12,000 gallons of use per account		\$3.67	
Above 12,000 gallons of use per account		\$4.03	Per 1,000-Gallon-Consumption Charge
General service accounts:			
Water meter size			
0.75 inch	\$15.00		
First 12,000 gallons of use		\$3.67	

Above 12,000 gallons of use-		\$4.03-	
1.00 inch-	\$37.51-		
First 30,000 gallons of use-		\$3.67-	
Above 30,000 gallons of use-		\$4.03-	
1.50 inch-	\$75.00-		
First 60,000 gallons of use-		\$3.67-	
Above 60,000 gallons of use-		\$4.03-	
2.00 inch-	\$120.02-		
First 96,000 gallons of use-		\$3.67-	
Above 96,000 gallons of use-		\$4.03-	
3.00 inch-	\$262.53-		
First 192,000 gallons of use-		\$3.67-	
Above 192,000 gallons of use-		\$4.03-	
4.00 inch-	\$450.05-		
First 300,000 gallons of use-		\$3.67-	
Above 300,000 gallons of use-		\$4.03-	
6.00 inch-	\$937.60-		
First 600,000 gallons of use-		\$3.67-	
Above 600,000 gallons of use-		\$4.03-	
8.00 inch-	\$1,350.14-		
First 960,000 gallons of use-		\$3.67-	
Above 960,000 gallons of use-		\$4.03-	

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

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

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

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

PASSED 1ST READING ON THIS ____ DAY OF _____, 2022.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

	Base Monthly Charge	Per 1,000 Gallon Consumption Charge	
Single-family dwelling:			
Per dwelling unit	\$15.00		
First 6,000 gallons of use		\$2.65	
Next 6,000 gallons of use		\$3.67	
Above 12,000 gallons of use		\$4.03	
Multiple-family dwelling:			
Per dwelling unit	\$9.15		
First 6,000 gallons of use		\$2.65	
Next 6,000 gallons of use		\$3.67	
Above 12,000 gallons of use		\$4.03	
Community service account:			
Per dwelling unit	\$5.93		
First 6,000 gallons of use		\$2.65	
Next 6,000 gallons of use		\$3.67	
Above 12,000 gallons of use		\$4.03	
"Irrigation only" service for single-family dwelling:	15		
First 12,000 gallons of use		\$3.67	
Above 12,000 gallons of use		\$4.03	
"Irrigation only for other than single-family dwelling" accounts:			
Water meter size			
0.75 inch	\$15.00		
1.00 inch	\$37.51		
1.50 inch	\$75.00		
2.00 inch	\$120.02		
3.00 inch	\$262.53		
4.00 inch	\$450.05		
6.00 inch	\$937.60		
8.00 inch	\$1,350.14		
First 12,000 gallons of use per account		\$3.67	
Above 12,000 gallons of use per account		\$4.03	Per 1,000 Gallon Consumption Charge
General service accounts:			
Water meter size			
0.75 inch	\$15.00		
First 12,000 gallons of use		\$3.67	
Above 12,000 gallons of use		\$4.03	
1.00 inch	\$37.51		
First 30,000 gallons of use		\$3.67	
Above 30,000 gallons of use		\$4.03	
1.50 inch	\$75.00		
First 60,000 gallons of use		\$3.67	
Above 60,000 gallons of use		\$4.03	
2.00 inch	\$120.02		
First 96,000 gallons of use		\$3.67	
Above 96,000 gallons of use		\$4.03	
3.00 inch	\$262.53		
First 192,000 gallons of use		\$3.67	
Above 192,000 gallons of use		\$4.03	
4.00 inch	\$450.05		
First 300,000 gallons of use		\$3.67	
Above 300,000 gallons of use		\$4.03	
6.00 inch	\$937.60		
First 600,000 gallons of use		\$3.67	
Above 600,000 gallons of use		\$4.03	
8.00 inch	\$1,350.14		
First 960,000 gallons of use		\$3.67	

5.25%

	Base Monthly Charge	Per 1,000 Gallon Consumption Charge	
Single-family dwelling:			
Per dwelling unit	\$15.79		
First 6,000 gallons of use		\$2.79	
Next 6,000 gallons of use		\$3.86	
Above 12,000 gallons of use		\$4.24	
Multiple-family dwelling:			
Per dwelling unit	\$9.63		
First 6,000 gallons of use		\$2.79	
Next 6,000 gallons of use		\$3.86	
Above 12,000 gallons of use		\$4.24	
Community service account:			
Per dwelling unit	\$6.24		
First 6,000 gallons of use		\$2.79	
Next 6,000 gallons of use		\$3.86	
Above 12,000 gallons of use		\$4.24	
"Irrigation only" service for single-family dwelling:	15.79		
First 12,000 gallons of use		\$3.86	
Above 12,000 gallons of use		\$4.24	
"Irrigation only for other than single-family dwelling" accounts:			
Water meter size			
0.75 inch	\$15.79		
1.00 inch	\$39.48		
1.50 inch	\$78.94		
2.00 inch	\$126.32		
3.00 inch	\$276.31		
4.00 inch	\$473.68		
6.00 inch	\$986.82		
8.00 inch	\$1,421.02		
First 12,000 gallons of use per account		\$3.86	
Above 12,000 gallons of use per account		\$4.24	Per 1,000 Gallon Consumption Charge
General service accounts:			
Water meter size			
0.75 inch	\$15.79		
First 12,000 gallons of use		\$3.86	
Above 12,000 gallons of use		\$4.24	
1.00 inch	\$39.48		
First 30,000 gallons of use		\$3.86	
Above 30,000 gallons of use		\$4.24	
1.50 inch	\$78.94		
First 60,000 gallons of use		\$3.86	
Above 60,000 gallons of use		\$4.24	
2.00 inch	\$126.32		
First 96,000 gallons of use		\$3.86	
Above 96,000 gallons of use		\$4.24	
3.00 inch	\$276.31		
First 192,000 gallons of use		\$3.86	
Above 192,000 gallons of use		\$4.24	
4.00 inch	\$473.68		
First 300,000 gallons of use		\$3.86	
Above 300,000 gallons of use		\$4.24	
6.00 inch	\$986.82		
First 600,000 gallons of use		\$3.86	
Above 600,000 gallons of use		\$4.24	
8.00 inch	\$1,421.02		
First 960,000 gallons of use		\$3.86	

5.27%

5.28%

5.18%

5.21%

5.25%

5.28%

5.18%

5.21%

5.23%

5.28%

5.18%

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5.18%

5.21%

5.25%

5.18%

Above 960,000 gallons of use		\$4.03	
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Above 960,000 gallons of use		\$4.24	
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5.21%

	Base Monthly Charge	Per 1,000 Gallon Monthly Disposal Charge	
Single-family dwelling:			
Per dwelling unit	\$10.98	\$2.71	
No wastewater disposal charge shall be imposed on water usage above 12,000 gallons per month per single-family dwelling.			
Multiple-family dwelling:			
Per dwelling unit	\$6.71	\$2.71	Per 1,000 Gallon Monthly Disposal Charge
No wastewater disposal charge shall be imposed on water usage above 9,000 gallons per month per multiple-family dwelling unit.			
Community service account:			
Per dwelling unit	\$4.57	\$2.71	
No wastewater disposal charge shall be imposed on water usage above 7,200 gallons per month per dwelling unit.			
General service account:			
Water meter size			
0.75 inch	\$10.98	\$2.71	
1.00 inch	\$27.45	\$2.71	
1.50 inch	\$54.91	\$2.71	
2.00 inch	\$87.86	\$2.71	
3.00 inch	\$192.19	\$2.71	
4.00 inch	\$329.48	\$2.71	
6.00 inch	\$686.39	\$2.71	
8.00 inch	\$988.41	\$2.71	
10.00 inch	\$1,592.44	\$2.71	
12.00 inch	\$2,361.20	\$2.71	

9.25%

	Base Monthly Charge	Per 1,000 Gallon Monthly Disposal Charge	
Single-family dwelling:			
Per dwelling unit	\$12.00	\$2.96	
No wastewater disposal charge shall be imposed on water usage above 12,000 gallons per month per single-family dwelling.			
Multiple-family dwelling:			
Per dwelling unit	\$7.33	\$2.96	Per 1,000 Gallon Monthly Disposal Charge
No wastewater disposal charge shall be imposed on water usage above 9,000 gallons per month per multiple-family dwelling unit.			
Community service account:			
Per dwelling unit	\$4.99	\$2.96	
No wastewater disposal charge shall be imposed on water usage above 7,200 gallons per month per dwelling unit.			
General service account:			
Water meter size			
0.75 inch	\$12.00	\$2.96	
1.00 inch	\$29.99	\$2.96	
1.50 inch	\$59.99	\$2.96	
2.00 inch	\$95.99	\$2.96	
3.00 inch	\$209.97	\$2.96	
4.00 inch	\$359.96	\$2.96	
6.00 inch	\$749.88	\$2.96	
8.00 inch	\$1,079.84	\$2.96	
10.00 inch	\$1,739.74	\$2.96	
12.00 inch	\$2,579.61	\$2.96	

9.29% 9.23%

9.24% 9.23%

9.19% 9.23%

9.29% 9.23%

9.25% 9.23%

9.25% 9.23%

9.25% 9.23%

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9.25% 9.23%

9.25% 9.23%

9.25% 9.23%

9.25% 9.23%

9.25% 9.23%

General service account using a wastewater meter:			
6.00 inch wastewater meter	\$686.39	\$2.71	
8.00 inch wastewater meter	\$988.41	\$2.71	
10.00 inch wastewater meter	\$1,592.44	\$2.71	
The wastewater effluent charge shall be imposed on 100 percent of the total effluent per wastewater meter per month.			

General service account using a wastewater meter:			
6.00 inch wastewater meter	\$749.88	\$2.96	
8.00 inch wastewater meter	\$1,079.84	\$2.96	
10.00 inch wastewater meter	\$1,739.74	\$2.96	
The wastewater effluent charge shall be imposed on 100 percent of the total effluent per wastewater meter per month.			

9.25% 9.23%

9.25% 9.23%

9.25% 9.23%

CVE Master

3560-6705	2000 MEDN W HILLSBORO BLVD	Existing Rate	Proposed Rate	Units	Existing Rate Total	Proposed Rate Total	Actual Increase	Proposed Rate
	Base Sewer Charges	\$ 4.57	\$ 4.99	2837	\$ 12,965.09	\$ 14,156.63	9.19%	9.25%
	Base Water Charges	\$ 5.93	\$ 6.24	2837	\$ 16,823.41	\$ 17,702.88	5.23%	5.25%
					\$ -			
	Usage Sewer	\$ 2.71	\$ 2.96		\$ -	\$ -	9.23%	9.25%
	Usage Water 1st tier	\$ 2.65	\$ 2.79		\$ -		5.28%	5.25%
	2nd tier	\$ 3.67	\$ 3.86		\$ -		5.18%	5.25%
	3rd tier	\$ 4.03	\$ 4.24		\$ -	\$ -	5.21%	5.25%
					\$ -			
					\$ -	\$ 31,859.51		
					\$ -			
					\$ -			
					\$ -			
3570-6725	4080 SWALE NEWPORT Q	Existing Rate	Proposed Rate					
	Base Sewer Charges	\$ 4.57	\$ 4.99	2837	\$ 12,965.09	\$ 14,156.63	9.19%	9.25%
	Base Water Charges	\$ 5.93	\$ 6.24	2837	\$ 16,823.41	\$ 17,702.88	5.23%	5.25%
					\$ -			
	Usage Sewer	\$ 2.71	\$ 2.96		\$ -	\$ -	9.23%	9.25%
	Usage Water 1st tier	\$ 2.65	\$ 2.79		\$ -		5.28%	5.25%
	2nd tier	\$ 3.67	\$ 3.86		\$ -		5.18%	5.25%
	3rd tier	\$ 4.03	\$ 4.24		\$ -	\$ -	5.21%	5.25%
					\$ -			
					\$ -	\$ 31,859.51		
					\$ -			
					\$ -			
					\$ -			
3580-6745	92 SWALE FARNHAM D	Existing Rate	Proposed Rate					
	Base Sewer Charges	\$ 4.57	\$ 4.99	2837	\$ 12,965.09	\$ 14,156.63	9.19%	9.25%
	Base Water Charges	\$ 5.93	\$ 6.24	2837	\$ 16,823.41	\$ 17,702.88	5.23%	5.25%
					\$ -			
	Usage Sewer	\$ 2.71	\$ 2.96		\$ -	\$ -	9.23%	9.25%
	Usage Water 1st tier	\$ 2.65	\$ 2.79		\$ -		5.28%	5.25%
	2nd tier	\$ 3.67	\$ 3.86		\$ -		5.18%	5.25%
	3rd tier	\$ 4.03	\$ 4.24		\$ -	\$ -	5.21%	5.25%
					\$ 29,788.50	\$ 31,859.51	7.0%	

Total # of units: 8511

Consumption above 51066.00 is into the second tier

First tier of sewer is to 61,279.00 (7200 max 1st tier)

Total Base Charges for 3 meters	\$ 95,578.53
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Total Usage Cost for 3 meters TBD monthly

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

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, April 19, 2022** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting) propose to adopt the following ordinances:

P.H. 2022-050: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 70-72 "IMPOSED" AND SECTION 70-127 "IMPOSED" OF CHAPTER 70 "UTILITIES" OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR THE WATER AND WASTEWATER UTILITY RATES TO BE ADOPTED BY RESOLUTION; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

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

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

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

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Friday, April 8, 2022



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1121

Agenda Date: 4/19/2022

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the amended schedule of water and wastewater utility rates; providing for conflicts, implementation, and an effective date. (Departmental Business)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Consistent with the second reading of the Ordinance amending Section 70-72 and 70-127 of Chapter 70 "Utilities" to provide for the water and wastewater utility rates to be adopted by resolution, this resolution will establish the new water and wastewater rates to be adopted, effective June 1, 2022.

An integrated utility master plan has been created for the City's water and sewer utility system. As part of this study, Raftelis Financial Consultants, Inc. ("Raftelis") completed a financial analysis of the City's Water and Wastewater System Master Plan. This analysis summarizes a review of the City's rate levels necessary to support funding required for the projects identified in the Master Plan and to meet the project water and wastewater utility revenue requirements for a twenty-year fiscal period.

Based on this review, the City has found the current water and wastewater revenues are inadequate to meet projected expenditure requirements.

The rate analysis is designed to meet a number of goals and objectives. The main objective is to estimate the rate levels necessary to produce revenue sufficient to meet projected expenditure requirements of the system. Other goals include that the proposed rate should allow the utility to maintain a financial position that is sustainable and consistent with industry standards to promote credit worthiness and comply with rate covenant requirements associated with debt and future borrowings.

The primary reasons for the identified rate adjustments include the following:

1. The need to fund capital improvements and upgrades as identified in the City's capital improvement program and in the Master Plan, including annual renewal and replacement requirements, and major capital improvement.
2. Increased operating expenses as a result of inflationary effects on the cost of labor, electricity, fuel, health insurance, chemicals, and other operating expenditures.
3. Increased cost of wholesale wastewater service provided by Broward County.
4. The need to maintain appropriate debt service coverage ratios associated with existing and anticipated utility debt.

5. The need to maintain adequate operating reserves and margins to ensure a sustainable financial position and fund for emergencies.

Specific assumptions for Operations and Maintenance to establish the proposed rate include general cost escalations for future expenditures to include: labor - 3% annually, health insurance - 6% annually, contractual services - 4% annually, repair and maintenance - 3% annually, consumer price index - 3% annually, and chemicals, electricity, and fuel at 5% annually. Factored into the proposed rate, the Renewal and Replacement Fund assumes funding at 4% annually to 10% of rate revenues to ensure adequate funding to maintain aging water treatment, distribution, and sewer collection assets. As the City does not own its own wastewater treatment facility, the City pays Broward County for wholesale wastewater services on a monthly basis. The rate is based on treatment expenses and flows and is projected to increase, based on historical data, at approximately 5% annually.

Additionally, the forecast assumes the issuance of additional debt to fund CIP projects. The City's Bond Resolution requires the City to maintain rates adequate to exceed a minimum debt service coverage ratio on senior lien debt equal to 125% and 115% of the subordinate lien debt service requirements after the payment of Senior Lien Bond Service Requirements. Lastly, the water and wastewater systems should have adequate cash reserves in order to meet day to day funding needs equal to 120 days of annual rate revenue.

Current Activity

Based on the above industry practices and analysis summarized , Raftelis offers the following findings and conclusions for consideration by the City Commission:

1. Recommendation to adopt the proposed near term water and wastewater rate adjustment effective June 1, 2022 to recover projected revenue requirements and sufficiently fund the system's near-term operations and capital needs.
2. Perform an update to its initial financial forecast to ensure adequacy and sustainability of the City's long term rate plan and account for revenue shortfalls resulting from the impact of Covid-19 and federal stimulus dollars received to support several capital improvements.

The proposed rates comply with all rate covenant requirements associated with existing and future debt. The proposed rates are still below the average when compared to other Florida utilities.

Recommendation

Approval of the water and wastewater rate adjustment of approximately 7.1%, to be effective June 1, 2022.

RESOLUTION NO. 2022/

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE
AMENDED SCHEDULE OF WATER AND WASTEWATER
UTILITY RATES; PROVIDING FOR CONFLICTS,
IMPLEMENTATION, AND AN EFFECTIVE DATE**

WHEREAS, as part of an integrated utility master plan created for the City's water and wastewater utility system, a financial analysis of the City's Water and Wastewater System Master Plan was completed, which summarized a review of the City's rate levels necessary to support the funding required for projects identified in the City's Master Plan and to meet the project water and wastewater utility revenue requirements for a 20-year fiscal period; and

WHEREAS, based on this review, the City has found that the current water and wastewater revenues are inadequate to meet the projected expenditure requirements for the City's utilities system in order to maintain a financially sound utility and fund its anticipated needs; and

WHEREAS, Chapter 70 of the City Code provides for the City Commission to adopt water and wastewater rates and charges by resolution; and

WHEREAS, the City Commission desires to increase water and wastewater rates to generate the water and wastewater system revenues needed in order to maintain a financially sound utility, as shown in the amended schedule of water and wastewater utility rates, attached and incorporated herein as Exhibit "A" (the "Amended Rate Schedule"); and

WHEREAS, the City has provided notice of the proposed water and wastewater rate, charge, and fee increases to each water and sewer customer through the City's utility billing process in accordance with Section 180.136, Florida Statutes; and

WHEREAS, the City Commission deems it to be in the best interests of the City to adopt the Amended Rate Schedule, attached as Exhibit "A."

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

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

Section 2. The City Commission hereby approves and adopts the Amended Schedule, attached as Exhibit "A," effective June 1, 2022.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

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.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

Water Rate Table

	Base Monthly Charge	Per 1,000 Gallon Consumption Charge	
Single-family dwelling:			
Per dwelling unit	\$15.00		
First 6,000 gallons of use		\$2.65	
Next 6,000 gallons of use		\$3.67	
Above 12,000 gallons of use		\$4.03	
Multiple-family dwelling:			
Per dwelling unit	\$9.15		
First 6,000 gallons of use		\$2.65	
Next 6,000 gallons of use		\$3.67	
Above 12,000 gallons of use		\$4.03	
Community service account:			
Per dwelling unit	\$5.93		
First 6,000 gallons of use		\$2.65	
Next 6,000 gallons of use		\$3.67	
Above 12,000 gallons of use		\$4.03	
"Irrigation only" service for single-family dwelling:	15		
First 12,000 gallons of use		\$3.67	
Above 12,000 gallons of use		\$4.03	
"Irrigation only for other than single-family dwelling" accounts:			
Water meter size			
0.75 inch	\$15.00		
1.00 inch	\$37.51		
1.50 inch	\$75.00		
2.00 inch	\$120.02		
3.00 inch	\$262.53		

5.25%

	Base Monthly Charge	Per 1,000 Gallon Consumption Charge	
Single-family dwelling:			
Per dwelling unit	\$15.79		
First 6,000 gallons of use		\$2.79	
Next 6,000 gallons of use		\$3.86	
Above 12,000 gallons of use		\$4.24	
Multiple-family dwelling:			
Per dwelling unit	\$9.63		
First 6,000 gallons of use		\$2.79	
Next 6,000 gallons of use		\$3.86	
Above 12,000 gallons of use		\$4.24	
Community service account:			
Per dwelling unit	\$6.24		
First 6,000 gallons of use		\$2.79	
Next 6,000 gallons of use		\$3.86	
Above 12,000 gallons of use		\$4.24	
"Irrigation only" service for single-family dwelling:	15.79		
First 12,000 gallons of use		\$3.86	
Above 12,000 gallons of use		\$4.24	
"Irrigation only for other than single-family dwelling" accounts:			
Water meter size			
0.75 inch	\$15.79		
1.00 inch	\$39.48		
1.50 inch	\$78.94		
2.00 inch	\$126.32		
3.00 inch	\$276.31		

Water Rate Table

4.00 inch	\$450.05		
6.00 inch	\$937.60		
8.00 inch	\$1,350.14		
First 12,000 gallons of use per account		\$3.67	
Above 12,000 gallons of use per account		\$4.03	Per 1,000 Gallon Consumption Charge
General service accounts:			
Water meter size			
0.75 inch	\$15.00		
First 12,000 gallons of use		\$3.67	
Above 12,000 gallons of use		\$4.03	
1.00 inch	\$37.51		
First 30,000 gallons of use		\$3.67	
Above 30,000 gallons of use		\$4.03	
1.50 inch	\$75.00		
First 60,000 gallons of use		\$3.67	
Above 60,000 gallons of use		\$4.03	
2.00 inch	\$120.02		
First 96,000 gallons of use		\$3.67	
Above 96,000 gallons of use		\$4.03	
3.00 inch	\$262.53		
First 192,000 gallons of use		\$3.67	
Above 192,000 gallons of use		\$4.03	
4.00 inch	\$450.05		
First 300,000 gallons of use		\$3.67	
Above 300,000 gallons of use		\$4.03	
6.00 inch	\$937.60		
First 600,000 gallons of use		\$3.67	
Above 600,000 gallons of use		\$4.03	

4.00 inch	\$473.68		
6.00 inch	\$986.82		
8.00 inch	\$1,421.02		
First 12,000 gallons of use per account		\$3.86	
Above 12,000 gallons of use per account		\$4.24	Per 1,000 Gallon Consumption Charge
General service accounts:			
Water meter size			
0.75 inch	\$15.79		
First 12,000 gallons of use		\$3.86	
Above 12,000 gallons of use		\$4.24	
1.00 inch	\$39.48		
First 30,000 gallons of use		\$3.86	
Above 30,000 gallons of use		\$4.24	
1.50 inch	\$78.94		
First 60,000 gallons of use		\$3.86	
Above 60,000 gallons of use		\$4.24	
2.00 inch	\$126.32		
First 96,000 gallons of use		\$3.86	
Above 96,000 gallons of use		\$4.24	
3.00 inch	\$276.31		
First 192,000 gallons of use		\$3.86	
Above 192,000 gallons of use		\$4.24	
4.00 inch	\$473.68		
First 300,000 gallons of use		\$3.86	
Above 300,000 gallons of use		\$4.24	
6.00 inch	\$986.82		
First 600,000 gallons of use		\$3.86	
Above 600,000 gallons of use		\$4.24	

Water Rate Table

8.00 inch	\$1,350.14		
First 960,000 gallons of use		\$3.67	
Above 960,000 gallons of use		\$4.03	

8.00 inch	\$1,421.02		
First 960,000 gallons of use		\$3.86	
Above 960,000 gallons of use		\$4.24	

Sewer Rate Table

	Base Monthly Charge	Per 1,000 Gallon Monthly Disposal Charge	
Single-family dwelling:			
Per dwelling unit	\$10.98	\$2.71	
No wastewater disposal charge shall be imposed on water usage above 12,000 gallons per month per single-family dwelling.			
Multiple-family dwelling:			
Per dwelling unit	\$6.71	\$2.71	Per 1,000 Gallon Monthly Disposal Charge
No wastewater disposal charge shall be imposed on water usage above 9,000 gallons per month per multiple-family dwelling unit.			
Community service account:			
Per dwelling unit	\$4.57	\$2.71	
No wastewater disposal charge shall be imposed on water usage above 7,200 gallons per month per dwelling unit.			
General service account:			
Water meter size			
0.75 inch	\$10.98	\$2.71	
1.00 inch	\$27.45	\$2.71	

9.25%

	Base Monthly Charge	Per 1,000 Gallon Monthly Disposal Charge	
Single-family dwelling:			
Per dwelling unit	\$12.00	\$2.96	
No wastewater disposal charge shall be imposed on water usage above 12,000 gallons per month per single-family dwelling.			
Multiple-family dwelling:			
Per dwelling unit	\$7.33	\$2.96	Per 1,000 Gallon Monthly Disposal Charge
No wastewater disposal charge shall be imposed on water usage above 9,000 gallons per month per multiple-family dwelling unit.			
Community service account:			
Per dwelling unit	\$4.99	\$2.96	
No wastewater disposal charge shall be imposed on water usage above 7,200 gallons per month per dwelling unit.			
General service account:			
Water meter size			
0.75 inch	\$12.00	\$2.96	
1.00 inch	\$29.99	\$2.96	

Sewer Rate Table

1.50 inch	\$54.91	\$2.71	
2.00 inch	\$87.86	\$2.71	
3.00 inch	\$192.19	\$2.71	
4.00 inch	\$329.48	\$2.71	
6.00 inch	\$686.39	\$2.71	
8.00 inch	\$988.41	\$2.71	
10.00 inch	\$1,592.44	\$2.71	
12.00 inch	\$2,361.20	\$2.71	
General service account using a wastewater meter:			
6.00 inch wastewater meter	\$686.39	\$2.71	
8.00 inch wastewater meter	\$988.41	\$2.71	
10.00 inch wastewater meter	\$1,592.44	\$2.71	
The wastewater effluent charge shall be imposed on 100 percent of the total effluent per wastewater meter per month.			

1.50 inch	\$59.99	\$2.96	
2.00 inch	\$95.99	\$2.96	
3.00 inch	\$209.97	\$2.96	
4.00 inch	\$359.96	\$2.96	
6.00 inch	\$749.88	\$2.96	
8.00 inch	\$1,079.84	\$2.96	
10.00 inch	\$1,739.74	\$2.96	
12.00 inch	\$2,579.61	\$2.96	
General service account using a wastewater meter:			
6.00 inch wastewater meter	\$749.88	\$2.96	
8.00 inch wastewater meter	\$1,079.84	\$2.96	
10.00 inch wastewater meter	\$1,739.74	\$2.96	
The wastewater effluent charge shall be imposed on 100 percent of the total effluent per wastewater meter per month.			



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1200

Agenda Date: 4/19/2022

Status: CONSENT - BOARD
APPOINTMENT

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Daryl Brown as an alternate member to the Community Appearance Board to fulfill an unexpired term; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Pamela Cantor resigned from the Community Appearance Board (the "Board") on February 24, 2022, leaving an alternate member vacancy. Daryl Brown has expressed interest in serving on the Board and has been nominated by Commissioner Parness to fulfill the unexpired term.

Current Activity

Upon approval, the Board will have five (5) regular members, with no vacancies and two (2) alternates with three (3) vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2022/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING DARYL BROWN AS AN
ALTERNATE MEMBER TO THE COMMUNITY APPEARANCE BOARD
TO FULFILL AN UNEXPIRED TERM; AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, in accordance with Section 78-1 et. seq. of the City's Land Development Code, the Community Appearance Board (the "Board") consists of five regular members and five alternate members and is tasked with enhancing community character, promoting urban beautification, requiring that new projects and development enhance that which already exists, and providing the Planning and Development Services Department with design consultation when requested; and

WHEREAS, Section 78-3 of the Land Development Code provides that each Commissioner shall appoint one regular member and one alternate member to the Board, subject to approval by a majority of the City Commission; and

WHEREAS, the members of the Board are appointed by and serve at the pleasure of the City Commission for a term that will expire on May 15th of the year that the term of the appointing Mayor/Commissioner's term expires; and

WHEREAS, on February 24, 2022, Pamela Cantor resigned from the Board creating an alternate member vacancy; and

WHEREAS, Daryl Brown has expressed interest in serving on the Board; and

WHEREAS, Commissioner Parness has nominated Daryl Brown to serve as an alternate member of the Board to fill an unexpired term.

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

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

Section 2. Daryl Brown is hereby appointed to serve as an alternate member of the Community Appearance Board for a term ending May 15, 2025. Ms. Brown shall serve without compensation.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date:

The attached application from for the

has been received.

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

- ☐ Regular Member
☒ Alternate Member

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

Signature:

Date:

Appointing
Elected Official:

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

Please return to City Administration for processing.



City of Deerfield Beach Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Community Appearance Board member

Are you willing to be considered for an alternate Board or Committee?

Yes



No



Name DARYL E. BROWN

Address 262 FARNHAM K

City DEERFIELD BEACH State FL

Zip 33442

I reside in District # (can be found on back of your Voter Registration Card) #3

Year-Round Resident?

Yes



No



If No, how what months are you away?

Home Phone SAME AS CELL

~~Work~~/Mobile Phone

954-428-4155

E-mail catwomyn56@gmail.com

Employer RETIRED

Address

Occupation (if retired, please indicate and list former occupation)

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

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

Academic: Degrees, Diplomas

High School Grad "1964" 2nd Yrs Community College of R.I.

Professional: Certification(s)

HAVE CDL LICENSE (NOT RENEWED) WAS BROWARD CTY SCHOOL BUS DRIVER

Knowledge: Training, interest or experience

* HAVE WORKED FOR BLISS PROPERTIES AS LICENSED BOILERMAN & BUILDING Supt.
* LIVED & WORKED IN ISRAEL & KIBBUTZ FOR COMMERCIAL BIDS IN R.I. * JACK-OF-ALL-TRADES / MASTER OF NONE
* ALSO WORKED FOR PROPERTY MGMT. CO. FOR RESIDENTIAL BIDS IN R.I.

Community Involvement: List organizations/positions

Organizations: Memberships

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

Signature:



Date:

3/24/2022

Print Name:

DARYL E. BROWN

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.



COMMUNITY APPEARANCE BOARD

Creating Authority:

City Charter-Section 3.12

Method of Appointment:

Ordinance No. 1990/001 - Seven (7) Regular Members; Two (2) Alternate Members; Two (2) year Terms

Ordinance No. 2011/017 - Five (5) Regular Members; Five (5) Alternate Members

Ordinance No. 2013/015 - Disband Beautification Authority and transfer duties to CAB

Ordinance No. 2015/034 – Allows board to meet once monthly; quorum of three (3)

Qualifications:

One (1) Florida Registered Architect

One (1) Florida Registered Landscape Architect

One (1) Sign contractor

Remaining members shall be a Florida Registered Professional Engineer, a Florida Licensed General contractor, an Urban Planner, have a Fine Arts Degree, or own Business or possess a similar related background.

Financial Disclosure:

Required (per letter from Commission of Ethics - 11/30/90)

Compensation:

None

Liaison:

Eric Power, Department of Planning & Development Services, (954) 480-4206

Meeting Dates:

2nd & 4th Wednesday, 7:00 p.m. in City Commission Chambers

Functions and Responsibilities:

The Community Appearance Board shall meet at least twice per month, on a regularly scheduled basis, or more often as may be required in order to consider pending applications without unnecessary delay.

Four (4) members of the board shall constitute a quorum and the affirmative vote of three (3) members of the board shall be necessary for any action.

The task of the Board is to preserve various elements of urban beauty and require that new projects enhance that which already exists.

Name Regular Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Tinka Ellington (Mayor)	1517 SE 6th Street Deerfield Beach, FL 33441	954-448-5226	NEW	2021/156	11/16/2021	05/15/25
Terrance N. Glunt Engineer (District 1)	1456 SE 6th Street Deerfield Beach, FL 33442	570-8621 (H) 565-2113	SELF	2019/052	05/07/19	05/15/23
Patrick Morris (District 2)	241 NW 41st Street Deerfield Beach, FL 33064	415-6173	SELF	2019/072	06/04/19	05/15/23
Jack Hugentugler II (District 3)	3809 NW 7th Place Deerfield Beach, FL 33442	427-7917 695-5826 (C)	SELF	2021/064	05/04/21	05/15/25
Harry L. Belton Landscape Architect (District 4)	P.O. Box 4161 Deerfield Beach, FL 33442	232-5398(H) 733-7233(W)	SELF	2021/064	05/04/21	05/15/25

Name Alternate Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT (Mayor)	Deerfield Beach, FL 33441		NEW			
Mark Damiano Engineer (District 1)	1312 SE 12th Terrace Deerfield Beach, FL 33441	856-261-0175	SELF	2019/052	05/07/19	05/15/23
VACANT (District 2)			TRANCHIDA			05/15/23
VACANT (District 3)			CANTOR			05/15/25
VACANT (District 4)			NEW			



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1193

Agenda Date: 4/19/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Non-Disturbance, Recognition, and Direct Leasing Agreement among the City, the Florida Atlantic Research and Development Authority, Deerfield Trust, LLC, a Florida Limited Liability Company ("DT"), and BankUnited, N.A. ("BankUnited") in connection with the Florida Atlantic Research and Development Authority Research Park; providing for execution; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City has leased to the Florida Atlantic Research and Development Authority ("Authority") certain real property in Broward County, Florida, by way of the Agreement dated as of June 4, 2003, and recorded in the Public Records of Broward County, Florida in Official Records Book 35650, Page 17, as amended by that certain First Amendment dated as of February 19, 2008, Second Amendment to Agreement dated September 17, 2009, Third Amendment to Agreement dated July 27, 2011, Fourth Amendment to Agreement dated October 1, 2013, Fifth Amendment to Agreement dated August 20, 2019, Sixth Amendment to Agreement effective August 21, 2020, and Seventh Amendment to Agreement dated May 18, 2021 (collectively the "Master Lease").

In 2015, the City Commission approved a Non-Disturbance, Recognition and Direct Leasing Agreement among the City, the Authority, Deerfield Trust, LLC, ("DT") and Suntrust in connection with a loan being issued by Suntrust to DT to be secured by a leasehold mortgage.

Current Activity

The City was recently advised that the BankUnited intends to extend a loan to DT to be secured by DT's rights in the First Tier Sublease and collateral assignment of the landlord's interest in any End User Leases. The parties have requested that the City approve a Non-Disturbance, Recognition and Direct Leasing Agreement among the City, the Authority, Deerfield Trust, LLC, ("DT") and BankUnited in connection with the BankUnited loan (the "Agreement"). The enclosed Agreement is substantially similar to the Non-Disturbance Agreement the City approved and executed in 2015 in connection with the Suntrust loan, except that the Agreement includes BankUnited instead of Suntrust and recognizes the Office Space Leases that DT has entered into with HGreg Development, LLC and HGreg Auto Pompano of Delaware, Inc., after 2015 and a related Operating Agreement between DT and People's Trust MGA, LLC under the terms of which MGA uses and occupies certain suites at the Real Property and DT provides certain management services to MGA.

The BankUnited Leasehold Mortgage shall not encumber the fee simple title of the City in the Real Property nor the leasehold interest of the Authority in the Real Property, and neither the City nor the Authority are a party to the BankUnited Leasehold Mortgage.

Recommendation

Approval.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA APPROVING A NON-DISTURBANCE, RECOGNITION, AND DIRECT LEASING AGREEMENT AMONG THE CITY, THE FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY, DEERFIELD TRUST, LLC, A FLORIDA LIMITED LIABILITY COMPANY (“DT”), AND BANKUNITED, N.A. (“BANKUNITED”) IN CONNECTION WITH THE FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY RESEARCH PARK; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has leased to the Florida Atlantic Research and Development Authority (“Authority”) certain real property in Broward County, Florida, by way of the Agreement dated as of June 4, 2003, and recorded in the Public Records of Broward County, Florida in Official Records Book 35650, Page 17, as amended by that certain First Amendment dated as of February 19, 2008, Second Amendment to Agreement dated September 17, 2009, Third Amendment to Agreement dated July 27, 2011, Fourth Amendment to Agreement dated October 1, 2013, Fifth Amendment to Agreement dated August 20, 2019, Sixth Amendment to Agreement effective August 21, 2020, and Seventh Amendment to Agreement dated May 18, 2021 (collectively the “Master Lease”); and

WHEREAS, the City is the owner in fee simple of the Real Property acquired from the State of Florida, Department of Transportation, pursuant to (i) Quit Claim Deed from the State of Florida to the City dated January 23, 1998, and recorded in Official Record Book 28222, Page 339, and (ii) the Public Purpose Quit Claim Deed from the State of Florida to the City dated May 16, 2005, recorded June 21, 2005 in Official Record Book 39885, Page 569, both of the Public Records of Broward County, Florida (collectively, the “Public Purpose Quit Claim Deed”) and the Real Property is expressly subject to the terms and conditions of the Public Purpose Quit Claim which provides that the Real Property shall be used for public purpose(s); and

WHEREAS, the Authority leases the Real Property to DT pursuant to that certain Land Lease – Phases 1, 2 and 3 dated October 10, 2013 by and between the Authority, as Lessor (the “Lessor”), and DRP Finance LLC, a Florida limited liability company, as Lessee (“Original Sublessee”), which is evidenced by that certain Memorandum of Lease dated October 10, 2013 and recorded October 11, 2013, in Official Records Book 50250, Page 1022, as the same may be further amended, restated or replaced from time to time (as amended, the “First Tier Sublease”). Original Sublessee assigned its interest in the First Tier Sublease to DT by that certain Assignment and Assumption of First Tier Sublease dated October 10, 2013, and recorded October 11, 2013, in Official Records Book 50250, Page 1022, as re-recorded October 15, 2013, in Official Records Book 50255, Page 1818, in the Public Records of Broward County, Florida; and

WHEREAS, the City has been advised that DT has entered into that certain First Amended and Revised Operating Agreement dated July 6, 2016, as same may be amended or modified from time to time (the “Operating Agreement”) between DT and People’s Trust MGA,

LLC, a Florida limited liability company (“MGA”) under the terms of which MGA uses and occupies certain suites at the Real Property and DT provides certain management services to MGA; and

WHEREAS, the City has been advised that DT has entered into that certain Office Space Lease between DT and HGreg Development, LLC, a Florida limited liability company (“HGreg Development”), with a commencement date of October 1, 2021 (the HGreg Development Lease”), and that certain Office Space Lease between DT and HGreg Auto Pompano of Delaware, Inc. a Delaware corporation (“HGreg Auto”), dated October 1, 2021 (the “HGreg Auto Lease”); and

WHEREAS, the Authority has approved all of the above-referenced transactions as consistent with the terms, intent and spirit of the Master Lease; and

WHEREAS, all parties are entering into the Non-Disturbance, Recognition and Direct Lease Agreement, attached as Exhibit “A”, (the “Agreement”) with the knowledge that their rights are subject to the terms, conditions, limitations, and restrictions of the transfer from the State of Florida, Department of Transportation to the City, including the terms and conditions of the Public Purpose Quit Claim Deed and the requirements of Florida Statutes and the Florida Administrative Code in connection with conveyances by the Florida Department of Transportation for “public purposes”, and the Authority, sub-tenants, DT, End User Tenants (defined below), and BankUnited are aware of the terms, conditions, limitations, and restrictions and the procedures followed in the transfer and acknowledge and accept same, and that any agreements entered into subsequent hereto with respect to the Real Property shall specifically acknowledge and accept these terms, conditions, procedures, and provisions in the Agreement; and

WHEREAS, the City has been advised that improvements constructed on the Real Property, may be subleased to third parties (collectively and individually, and including, MGA, HGreg Development, and HGreg Auto, the “End User Tenants”). All sublease agreements between sub-tenants and End User Tenants for the improvements so constructed on the Real Property, including the Operating Agreement, the HGreg Development Lease , and the HGreg Auto Lease, shall be known as “End User Leases”; and

WHEREAS, the parties to the Agreement desire to assure the City, Authority and BankUnited that the use of any portion of the Real Property that may become subject to a direct lease by and between the City and any sub-tenants, DT, shall at all times be in compliance with the terms and provisions of Paragraphs 1, 2, 3, 4(a), 4(b), 4 (c), 4 (d), 4 (e), 5, 6, 7, 9, 10, 11, 12, 13, 15, 16, 17, 19, 21, 25, and 27 of the Master Lease and all amendments thereto and used solely and exclusively in accordance with the Public Purpose Quit Claim Deed and in accordance with Sections 159.701 - 7095, Florida Statutes, as amended from time to time. The compliance of any sub-tenants or DT with the enumerated paragraphs of the Master Lease set forth in the preceding sentence shall relate only to the specific portion of the Real Property that is the subject of such direct lease and the uses of any common areas related to such direct lease; and

WHEREAS, the City and Authority further acknowledge that they have been advised that BankUnited, together with its successors and assigns, intend to extend a loan (the “Loan”) to DT to be secured by a leasehold mortgage on DT’s rights in the First Tier Sublease and a collateral assignment of the landlord’s interest in any End User Leases (the mortgage and the collateral assignment collectively, the “BankUnited Leasehold Mortgage” and all other property now or hereafter acquired by DT (or its successors or assigns collectively, the “Leasehold Mortgaged Property”), which BankUnited Leasehold Mortgage shall not encumber the fee simple title of the City in the Real Property nor the leasehold interest of the Authority in the Real Property, and neither the City nor the Authority are a party to the BankUnited Leasehold Mortgage; and

WHEREAS, nothing contained in this Agreement shall be construed to cause the requirements of the Master Lease to be inapplicable to the Real Property or to any party with rights therein or to modify the requirements or limit the enforcement of the Master Lease.

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

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

Section 2. The Non-Disturbance, Recognition and Direct Leasing Agreement is hereby approved in substantially the form attached hereto and made a part hereof as Exhibit “A”. The Agreement must be fully executed by all other parties within thirty (30) days of the date hereof or this approval shall be null and void and of no force or effect.

Section 3. The City Manager is authorized to execute the Non-Disturbance, Recognition and Direct Leasing Agreement, attached as Exhibit “A”, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

This Instrument Prepared by
and Return to:

THE KARYO LAW FIRM, P.A.
3200 N Federal Highway
Suite 222
Boca Raton, FL 33431
Attention: Max Karyo, Esq.

NON-DISTURBANCE, RECOGNITION AND DIRECT LEASING AGREEMENT

THIS AGREEMENT (the “Agreement”) made the ____ day of _____, 2022, by and among the CITY OF DEERFIELD BEACH, a municipal corporation under the laws of the State of Florida (“City”), the FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY, a body politic and corporate, organized under the laws of the State of Florida (the “Authority”), acting herein on behalf of itself and the State of Florida; DEERFIELD TRUST, LLC, a Florida limited liability company (“DT”), and BANKUNITED, N.A. (“BankUnited”)

WITNESSETH:

WHEREAS, the City has leased to the Authority certain real property in Broward County, Florida, by way of the Agreement dated as of June 4, 2003, and recorded in the Public Records of Broward County, Florida in Official Records Book 35650, Page 17, as amended by that certain First Amendment dated as of February 19, 2008, Second Amendment to Agreement dated September 17, 2009, Third Amendment to Agreement dated July 27, 2011, Fourth Amendment to Agreement dated October 1, 2013, Fifth Amendment to Agreement dated August 20, 2019, Sixth Amendment to Agreement effective August 21, 2020, and Seventh Amendment to Agreement dated May 18, 2021 (collectively the “Master Lease”). The real property described in the Master Lease as the Leased Property shall be referred to as the “Real Property”, as described on Exhibit “A” attached hereto and made a part hereof. For avoidance of doubt, the real property described in the Master Lease as the “Additional Property” is not Real Property under this Agreement, is not subject to, or in any way affected by, this Agreement, and the parties hereto acknowledge that the Master Lease as to the “Additional Property” has been terminated.

WHEREAS, the City is the owner in fee simple of the Real Property acquired from the State of Florida, Department of Transportation, pursuant to (i) Quit Claim Deed from the State of Florida to the City dated January 23, 1998, and recorded in Official Record Book 28222, Page 339, and (ii) the Public Purpose Quit Claim Deed from the State of Florida to the City dated May 16, 2005, recorded June 21, 2005 in Official Record Book 39885, Page 569, both of the Public Records of Broward County, Florida (collectively, the “Public Purpose Quit Claim Deed”) and the Real Property is expressly subject to the terms and conditions of the Public Purpose Quit Claim which provides that the Real Property shall be used for public purpose(s).

WHEREAS, the Authority leases the Real Property to DT pursuant to that certain Land Lease – Phases 1, 2 and 3 dated October 10, 2013 by and between the Authority, as Lessor (the “Lessor”), and DRP Finance LLC, a Florida limited liability company, as Lessee (“Original

Sublessee”), which is evidenced by that certain Memorandum of Lease dated October 10, 2013 and recorded October 11, 2013, in Official Records Book 50250, Page 1022, as the same may be further amended, restated or replaced from time to time (as amended, the “First Tier Sublease”). Original Sublessee assigned its interest in the First Tier Sublease to DT by that certain Assignment and Assumption of First Tier Sublease dated October 10, 2013, and recorded October 11, 2013, in Official Records Book 50250, Page 1022, as re-recorded October 15, 2013, in Official Records Book 50255, Page 1818, in the Public Records of Broward County, Florida.

WHEREAS, the City has been advised by other parties hereto that DT has entered into that certain First Amended and Revised Operating Agreement dated July 6, 2016, as same may be amended or modified from time to time (the “Operating Agreement”) between DT and People’s Trust MGA, LLC, a Florida limited liability company (“MGA”) under the terms of which MGA uses and occupies certain suites at the Real Property and DT provides certain management services to MGA.

WHEREAS, the City has been advised by other parties hereto that DT has entered into that certain Office Space Lease between DT and HGreg Development, LLC, a Florida limited liability company (“HGreg Development”), with a commencement date of October 1, 2021 (the HGreg Development Lease”), and that certain Office Space Lease between DT and HGreg Auto Pompano of Delaware, Inc. a Delaware corporation (“HGreg Auto”), dated October 1, 2021 (the “HGreg Auto Lease”).

WHEREAS, the Authority has approved all of the above-referenced transactions as consistent with the terms, intent and spirit of the Master Lease.

WHEREAS, all parties are entering into this Agreement with the knowledge that their rights are subject to the terms, conditions, limitations, and restrictions of the transfer from the State of Florida, Department of Transportation to the City, including the terms and conditions of the Public Purpose Quit Claim Deed and the requirements of Florida Statutes and the Florida Administrative Code in connection with conveyances by the Florida Department of Transportation for “public purposes”, and the Authority, sub-tenants, DT, End User Tenants (defined below), and BankUnited are aware of the terms, conditions, limitations, and restrictions and the procedures followed in the transfer and acknowledge and accept same, and that any agreements entered into subsequent hereto with respect to the Real Property shall specifically acknowledge and accept these terms, conditions, procedures, and provisions hereof;

WHEREAS, the City has been advised by the other parties hereto that improvements constructed on the Real Property, may be subleased to third parties (collectively and individually, and including, MGA, HGreg Development, and HGreg Auto, the “End User Tenants”). All sublease agreements between sub-tenants and End User Tenants for the improvements so constructed on the Real Property, including the Operating Agreement, the HGreg Development Lease, and the HGreg Auto Lease, shall be known as “End User Leases.”

WHEREAS, the parties hereto desire to assure the City, Authority and BankUnited that the use of any portion of the Real Property that may become subject to a direct lease by and between the City and any sub-tenants, DT, shall at all times be in compliance with the terms and provisions

of Paragraphs 1, 2, 3, 4(a), 4(b), 4 (c), 4 (d), 4 (e), 5, 6, 7, 9, 10, 11, 12, 13, 15, 16, 17, 19, 21, 25, and 27 of the Master Lease and all amendments thereto and used solely and exclusively in accordance with the Public Purpose Quit Claim Deed and in accordance with Sections 159.701 - 7095, Florida Statutes, as amended from time to time. The compliance of any sub-tenants or DT with the enumerated paragraphs of the Master Lease set forth in the preceding sentence shall relate only to the specific portion of the Real Property that is the subject of such direct lease and the uses of any common areas related to such direct lease.

WHEREAS, the City and Authority further acknowledge that they have been advised that BankUnited, together with its successors and assigns, intend to extend a loan (the "Loan") to DT to be secured by a leasehold mortgage on DT's rights in the First Tier Sublease and a collateral assignment of the landlord's interest in any End User Leases (the mortgage and the collateral assignment collectively, the "BankUnited Leasehold Mortgage" and all other property now or hereafter acquired by DT (or its successors or assigns collectively, the "Leasehold Mortgaged Property")), which BankUnited Leasehold Mortgage shall not encumber the fee simple title of the City in the Real Property nor the leasehold interest of the Authority in the Real Property, and neither the City nor the Authority are a party to the BankUnited Leasehold Mortgage.

WHEREAS, the City has relied upon the representations set forth above in entering into this Agreement.

WHEREAS, nothing contained in this Agreement shall be construed to cause the requirements of the Master Lease to be inapplicable to the Real Property or to any party with rights therein or to modify the requirements or limit the enforcement of the Master Lease, other than as set forth herein.

NOW, THEREFORE, in consideration of the Master Lease, the First Tier Sublease and of the mutual undertakings herein, the parties hereto mutually covenant and agree as follows:

1. RECITALS.

To the extent a party hereto is a party to an agreement or document referenced in the Recitals above, such parties represent and warrant to the other parties hereto that the Recitals above are true and correct. The Recitals are incorporated herein by reference as if set forth herein.

2. SUBLESSEE'S RIGHT TO CURE.

The City agrees to notify DT of any notice or demand under the terms of the Master Lease that the City sends to or received from the Authority, and the Authority agrees to notify BankUnited of any notice or demand that the Authority sends to or receives from DT under the First Tier Sublease. The Authority further authorizes DT, subject to the following provisions of this Paragraph, the right (but not the obligation), to take all reasonable action as DT, in DT's reasonable discretion, may deem necessary or desirable (in order to protect or preserve its rights or interests under the First Tier Sublease) to cure any default, not otherwise being diligently cured by the defaulting party, the Authority under the Master Lease, or by any party under the First Tier Sublease, provided however, nothing hereunder shall prevent the Authority from disputing such default. DT shall, prior to taking any such action, notify the Authority of DT's intention to take

such action hereunder, and the DT shall defer to the Authority as to any such intended action so long as the DT is reasonably satisfied that such action or other equivalent steps are being or will be reasonably taken. Any such action taken by DT hereunder shall be without any liability, cost or expense to the Authority or City (except as other undertakings and agreements between the Authority or City and DT may specifically so provide and except for such liability and expense that the Authority would have been required to incur to prevent or cure the occurrence of the default under the Master Lease). DT shall have no duty to take any such action and its failure to take any such action shall not alter or diminish the agreements and obligations of the Authority hereunder, except if such inaction by DT shall be a default by DT of its obligations as a party to such First Tier Sublease. Except as set forth in this Paragraph 2, nothing under this Paragraph 2 shall alter the Authority's rights or obligations under the First Tier Sublease.

3. THE CITY RECOGNIZES DT'S RIGHT TO CURE.

The City agrees, with respect to DT's payment of any Authority obligation or performance of any Authority covenant, agreement, term or condition of the Master Lease relating in part or in whole to or affecting the Real Property, that such complying payment or performance will not be rejected or refused for any reason whatsoever, and DT will be recognized by the City as having the right to make such payment or to perform under the Master Lease as provided in this Agreement, provided DT's payment or performance is timely under the Master Lease, and the City's acceptance of payment or performance by DT shall not operate to enlarge any periods of time for performance or the curing of any default. The cost of any such payment or performance shall be offset against DT's obligation to pay rent to the Authority under the First Tier Sublease. Provided that, in any and all events, any payment and/or performance undertaken by DT pursuant to this Paragraph 3 for the purpose of curing any default by the Authority and/or properly discharging any duty, obligation, and/or requirement of the Authority pursuant to the Master Lease, must be then equivalent to (or accepted by the City as being equivalent to) the amount that was to be paid by the Authority and/or the action that was to be taken by the Authority, in order for such payment and/or action to cure any default by the Authority and/or properly perform and/or discharge any duty, obligation, and/or requirement of the Authority pursuant to the Master Lease. Notwithstanding anything contained herein to the contrary, at all times, the City shall have the right, which shall not be diminished in any way by this Agreement, to enforce the Master Lease. No approval as to form as set forth above shall constitute a waiver by the City of its rights to enforce the provisions of the Master Lease.

4. NON-DISTURBANCE AND RECOGNITION OF DT OR BANKUNITED ON ANY TERMINATION OF THE MASTER LEASE OR THE FIRST TIER SUBLEASE.

The Authority previously approved the Operating Agreement between DT and MGA, the HGreg Development Lease and the HGreg Auto Lease. This consent shall in no way be deemed or construed as amending the First Tier Sublease in any respect. The Authority is not a party to the Operating Agreement, the HGreg Development Lease, or the HGreg Auto Lease, and is not, by virtue of the Authority's execution and delivery of this Agreement obligated to DT for any matter beyond the scope of the Authority's obligations to DT under the First Tier Sublease. The City and Authority each agree that to the extent that consents or approvals of the City or Authority are legally required under the applicable documents executed by the City or Authority, as the case may be, or that certain matters or things are to be done to the satisfaction of the City or Authority

either under the Master Lease or the First Tier Sublease, the City and Authority each agree for itself to act upon requests for such consents and approvals and expressions of satisfaction in good faith and with reasonable promptness (but in any event within the time periods, if any, provided for in the Master Lease for the City and Authority and in the First Tier Sublease for the Authority) and not to unreasonably withhold, delay or condition their respective consent or approval or expressions of satisfaction, except where it is expressly permitted to do so by the terms of the Master Lease or the First Tier Sublease. Nothing herein contained is intended, nor shall be construed to create any additional substantive obligations on the City (related solely to the Master Lease) or the Authority except as expressly set forth herein or in the Master Lease (as to the City) and First Tier Sublease (as to the Authority).

To the extent permitted by law, the City and Authority agree that if the Master Lease or the First Tier Sublease, should at any time be terminated or cancelled because (1) the Authority or City shall cease to exist, whether by virtue of an act of the State legislature or otherwise, or by reason of the bankruptcy, insolvency or receivership of the Authority or City, or their successors or assigns, or (ii) because of any default or breach under the Master Lease and/or the First Tier Sublease, or (iii) for any other reason whatsoever, other than the successful enforcement of the right of reverter by the Florida Department of Transportation pursuant to the Public Purpose Quit Claim Deed or the successful enforcement of Sections 3 or 27 of the Master Lease or Paragraph 16 hereof requiring use of the Real Property for purposes consistent with Section 159.701 - .7095, Florida Statutes, as amended from time to time, subject to the terms, provisions and limitations hereof, DT, and BankUnited, as leasehold mortgagee, shall not be disturbed in its tenancy or in its use, occupation and enjoyment of the Real Property, (as long as DT is not in default under the First Tier Sublease, beyond any applicable cure period of the First Tier Sublease) but, subject to this Paragraph 4, the First Tier Sublease shall be continued in effect, for the full balance of its original term, as a direct lease between the City or Authority, as applicable, as landlord, and DT, as tenant, on the same terms, provisions, covenants and agreements now contained in said First Tier Sublease and, subject to the rights of BankUnited under the BankUnited Leasehold Mortgage and the holder of the BankUnited Leasehold Mortgage as affected by this Agreement. In all events, the parties hereto recognize the continuing obligations under the application of the Public Purpose restrictions referenced herein, which remain independent of any other provision of this Agreement, and further agree that any direct lease with the City shall be deemed to incorporate all provisions of the Master Lease, as amended from time to time.

5. RIGHTS OF AUTHORITY'S MORTGAGEE AND BANKUNITED TO OBTAIN NEW LEASE.

(a) Master Lease. The parties specifically recognize and agree that if the Master Lease shall terminate for any reason, other than a successful enforcement of the right of reverter by the Florida Department of Transportation pursuant to the Public Purpose Quit Claim Deed or DT's or BankUnited's failure to cure, within any applicable cure periods under the Master Lease, the First Tier Sublease or this Agreement, any violations of Sections 3 or 27 of the Master Lease or Paragraph 16 hereof requiring use of the Real Property for purposes consistent with Section 159.701 - .7095, Florida Statutes, as amended from time to time; then, so long as such default causing the termination of the Master Lease is cured within the cure period set forth in the Master Lease, the City shall enter into a new master lease of the Real Property with the holder of the first mortgage of

the Authority's interest, if any, on the same terms and conditions set forth in the Master Lease, provided that the termination of the Master Lease or any such new master lease shall not affect the interest of DT or BankUnited in and to the Real Property or the interests of any Sub-sublessee, as defined below, or Sub-sublessee mortgagee in and to the Sub-sublessee's interest, which Interest and Sub-sublessee shall survive in full force and effect and be applicable to said new master lease.

(b) First Tier Sublease. The parties specifically recognize and agree that if the First Tier Sublease shall terminate for any reason, other than the successful enforcement of the right of reverter by the Florida Department of Transportation pursuant to the Public Purpose Quit Claim Deed or DT's or BankUnited's failure to cure the tenant default under the First Tier Sublease, within any applicable cure periods under the Master Lease, First Tier Sublease or this Agreement, any violations of Sections 3 or 27 of the Master Lease or Paragraph 16 of this Agreement requiring use of the Real Property for purposes consistent with Section 159.701 - .7095, Florida Statutes, as amended from time to time; so long as any existing default under the First Tier Sublease is cured as otherwise provided in the First Tier Sublease, then, the Authority shall enter into a new lease of the Real Property with BankUnited of the Leasehold Interest, if any, on the same terms and conditions set forth in the First Tier Sublease, provided that such new lease shall not affect the interest of DT, BankUnited, Sub-sublessee or any other Sub-sublessee Mortgagee which shall survive in full force and effect and be applicable to said new lease, subject to the terms, conditions and provisions set forth in the Master Lease.

(c) Sub-subleases. The parties specifically recognize and agree that if any sub-sublease or sub-sub-sublease of the Real Property (hereinafter, a "Sub-sublease") shall terminate for any reason, other than the successful enforcement of the right of reverter by the Florida Department of Transportation pursuant to the Public Purpose Quit Claim Deed or DT's or BankUnited's failure to cure, within any applicable cure periods under the Master Lease or this Agreement, any violations of Sections 3 or 27 of the Master Lease or Section 16 hereof requiring use of the Real Property for purposes consistent with Section 159.101 - 7095, Florida Statutes, as amended from time to time; then DT (if the First Tier Sublease, but not the Master Lease has been terminated), so long as such default causing the termination of the Master Lease or First Tier Sublease, as the case may be, is cured by the Authority (if the First Tier Sublease but not the Master Lease has been terminated) or the City (if the Master Lease has been terminated) shall enter into a new lease of the Real Property with the first mortgagee of the Sub-sublessee's interest, if any, on the same terms and conditions set forth in the Sub-sublease, provided same is consistent with the Master Lease, so long as any default under the applicable Sub-sublease (to the extent within the reasonable control of such Mortgagee) is timely cured as otherwise provided in such Sub-sublease. Notice of any termination shall be given to the Sub-sublessee in accordance with the requirements of its Sub-sublease.

(d) Mortgagee of Authority Interest. The right of a mortgagee of the Authority to obtain a direct lease from the City pursuant to Paragraph 5(a) of this Agreement shall be prior to the right of DT or BankUnited to obtain a direct lease from the City on the same terms and conditions contained in the Sub-Subleases, as the case may be, pursuant to this Agreement. The right of a Lender of Acquired Interest to obtain a new lease from the

Authority pursuant to Paragraph 5(b) of this Agreement shall be prior to the right of any Sub-sublessee to obtain a direct lease from the Authority on the same terms contained in the Sub-Subleases, pursuant to this Agreement. Where the context permits, references to the Master Lease or the First Tier Sublease contained in this Agreement shall be deemed to include any new lease granted pursuant to this Agreement.

(e) No Liability to City. In all events, notwithstanding the obligations set forth above, the City (i) shall not be obligated on any debts or obligations of the Authority, the Sublessee, or any Sub-sublessees, as the case may be, that accrued prior to entering into such direct lease, and shall not be required to assume any such obligations in a direct lease; and (ii) under no circumstances, whether in a direct lease as set forth hereunder or otherwise by virtue of the operation of this Agreement, shall this Agreement be construed to impose upon the City any financial obligations which are in excess of those specifically set forth in the Master Lease. The Authority shall not be responsible for the obligations of a defaulting party, other than those of the Authority.

6. BANKUNITED LEASEHOLD MORTGAGE RELATED PROVISIONS.

The City and Authority hereby acknowledge that they have received written notice of the BankUnited Leasehold Mortgage with respect to BankUnited and BankUnited's name and address as set forth in Paragraph 13 of this Agreement) and thereafter while the BankUnited Leasehold Mortgage is outstanding whether held by the BankUnited or its successors and assignees, the City and the Authority agree as follows:

(a) The City and Authority shall give to BankUnited, at the address set forth below, at the same time a required notice is given to the other parties under the Master Lease, First Tier Sublease, a copy of any notice given to any party under the Master Lease, First Tier Sublease, and such notice shall be effective only if a copy thereof is so given to BankUnited at the applicable notice address, which is the address set forth below with respect to the BankUnited. Further, no such notice of default shall be effective against BankUnited unless BankUnited has received the notice aforesaid and has failed to cure the default within the longer of sixty (60) days after such notice or such period of time following such notice as the notice recipient has to cure the default as provided in the relevant lease (as such time (as to non-monetary breaches shall be extended if BankUnited commences such cure within such 60 days and is proceeding diligently to complete such cure). Failure of the City or the Authority to provide notice to BankUnited at the same time notice is given to the Authority shall not serve to prejudice City's or the Authority's rights to enforce the Master Lease or the First Tier Sublease, as applicable, but shall serve merely to commence the time period for BankUnited to act to cure any default once notice is given to BankUnited. In addition, the City and Authority agree to accept performance by such BankUnited of any covenant, agreement or obligation of the Authority contained in the Master Lease and of any party contained in the First Tier Sublease, so long as such performance is timely performed pursuant to the relevant lease and with regard to BankUnited and this Agreement, with the same force and effect as though performed by the party charged with such performance. The City and Authority shall not take any action to terminate the Master Lease, in the case of the City or First Tier Sublease (in the case of the Authority) in accordance with their terms as a result of any breach or default, provided

(a) BankUnited commences action (within sixty (60) days of the receipt of the notice described in this paragraph) (i) to cure (or cause the cure of) the default or (ii) to foreclose upon the Real Property and (b) BankUnited diligently pursues such cure or foreclosure, but BankUnited shall not be required to cure any default not within its ability to cure. The City and Authority acknowledge and agree that the cure of certain defaults may require possession or control of the Real Property, and the exercise of rights and remedies under the BankUnited Leasehold Mortgage shall constitute diligent action by BankUnited to cure the default so long as the BankUnited is diligently prosecuting such cure. The foregoing provisions, except for the notice obligations, shall not apply to a default under Section 3 or 27 of the Master Lease or Paragraph 16 hereof except if DT or BankUnited fail to cure any such defaults within any applicable cure periods under the Master Lease or this Agreement. No extended cure period or other relief of the obligation to cure such shall apply to any breach related to Section 3 or 27 of the Master Lease related to the public purpose obligation which must be enforced by the City without restriction. Notwithstanding any provision herein to the contrary, as to any breach or default by Authority or the City, the cure of which requires possession and control of the Real Property, provided only that BankUnited undertakes to Authority or the City, as applicable, by written notice to Authority or the City, as applicable, within the foregoing 60-day period to exercise reasonable efforts to commence to cure or cause to be cured by a receiver such breach or default within the period permitted by this paragraph, BankUnited's cure period shall continue for such additional time (the "Extended Cure Period") as BankUnited may reasonably require to complete such cure as further extended by either (a) obtain possession and control of the Real Property and thereafter cure the breach or default with reasonable diligence and continuity, or (b) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default

(b) The City and Authority shall not accept a voluntary surrender or termination of the Master Lease, with respect to the City, or First Tier Sublease, or a division of the Master Lease or First Tier Sublease into one or more separate leases, nor shall the City or Authority further amend said Master Lease, with respect to the City, or First Tier Sublease, without in each instance receiving the specific written approval of BankUnited, which approval shall not be unreasonably withheld or delayed, and it is agreed by the City and the Authority, with regard to the Master Lease and the Authority with regard to all other leases, that any such voluntary surrender or termination, or any such division and any such amendment, without such written approval of BankUnited, shall be void and of no force and effect.

(c) The City and/or the Authority shall from time to time provide to DT and BankUnited, or the designees of any such party promptly (but in no event more than twenty (20) days after the City's or the Authority's receipt of written request therefor) an estoppel certificate setting forth and the existence or nonexistence of known defaults under the Master Lease, as to the City, or First Tier Sublease, as to the Authority, and any other similar factual matters directly germane to the Master Lease, as to the City, First Tier Sublease, as to the Authority, or this Agreement or to the financing or transfer of the Master Lease, the First Tier Sublease, which may reasonably be requested by DT BankUnited. DT and BankUnited, as applicable, shall be responsible for the City's and The Authority's

reasonable costs associated with any requested estoppel certificate, including, without limitation, reasonable attorney's fees.

(d) The City and/or the Authority shall promptly provide to DT and BankUnited, or the designees of any such party, complete copies of any notice from the State of Florida or the Florida Department of Transportation related, directly or indirectly, to its exercise of its right of reverter as provided in the Public Purpose Quit Claim Deed, and will cooperate to the extent legally permissible and without expense to City or Authority, with the DT and BankUnited, as the case may be, in seeking to prevent the reversion of the Real Property to the State of Florida, which may reasonably be requested by DT or BankUnited.

(e) In the case of any assignment of the BankUnited Leasehold Mortgage held by BankUnited or change in address of BankUnited, BankUnited by written notice to the City and the Authority in accordance with the notice of provisions set forth in Paragraph 13 hereof may change the name of the party entitled to BankUnited's rights and obligations under this Agreement, and/or the address to which such copies of notices are to be sent. The City and the Authority shall not be bound to recognize any assignment of the BankUnited Leasehold Mortgage unless and until the City and the Authority shall be given written notice of such assignment and the name and address of the assignee, and thereafter such assignee shall be deemed to be a "Leasehold Mortgagee" under the First Tier Sub-Lease.

(f) The Authority shall give BankUnited prompt written notice of any arbitration or legal proceedings between the City or the Authority and DT, as applicable, involving their respective obligations under the First Tier Sublease.

(g) BankUnited consents to the application and disposition of casualty proceeds and condemnation awards in accordance with the First Tier Sublease.

(h) Upon foreclosure of the BankUnited Leasehold Mortgage or upon assignment of the tenant's interest in the First Tier Lease to BankUnited or its designee in lieu of foreclosure, the Authority will recognize the purchaser at foreclosure or assignee of the First Tier Sublease, as the case may be (the "Successor Tenant"), as the successor lessee under the First Tier Sublease, and such Successor Tenant shall have all the rights, benefits and privileges granted to DT, as well as the obligations of DT, under the First Tier Sublease, including (without limitation) the right to extend the Term if permitted under the First Tier Sublease, subject to the provisions of Paragraph 16 below. A Successor Tenant shall not be personally liable for any default or other act or occurrence arising prior to the date that the Successor Tenant acquired the interest of the lessee under the First Tier Sublease (but shall nonetheless be obligated to cure any default under the First Tier Sublease existing at the time it acquires such interest, failing which the Authority shall have all the rights available under the First Tier Sublease for such lessee default thereunder). If a Successor Tenant assigns its entire interest in the First Tier Sublease and provided that the assignee assumes the obligations arising under the First Tier Sublease from and after the date of assignment, then the Successor Tenant shall be released and shall have no obligation or liability for any default or other act or occurrence arising on or after

the date of assignment. The foregoing provisions shall not apply to a default under Section 3 or 27 of the Master Lease or Section 16 hereof; provided DT or BankUnited fail to cure any such defaults within any applicable cure periods under the Master Lease or this Agreement. No extended cure period or other relief of the obligation to cure shall apply to any breach related to Section 3 or 27 of the Master Lease related to the public purpose obligation which must be enforced by the City without restriction.

(i) For purposes of Section 16 (c) of the First Tier Sublease, the Authority previously consented to the transfer of a fifty percent (50%) interest in DT from the Estate of Michael Gold and Eileen Gold to The George W. Schaeffer Living Trust created under trust agreement dated December 16, 2008.

7. CONTINUATION OF ANY SUB-SUBLEASE.

The City has been advised that DT and/or any Sub-sublease; may freely sublet, subject, however, to the terms and conditions of the First Tier Sublease, the Real Property and that the construction of improvements and the use and occupation thereof may be by DT, any Sub-sublessee, or any tenant of any such Sub-sublessee are subject to the terms, covenants and conditions of Paragraphs 1, 2, 3, 4(a), 4(b), 4(c), 4(d), 4(e), 5, 6, 7, 9, 10, 11, 12, 13, 15, 16, 17, 19, 21, 25, and 27 of the Master Lease, and used solely and exclusively in accordance with the Public Purpose Quit Claim Deed and in accordance with Sections 159.701 - .7095, Florida Statutes, as amended from time to time (but only to the extent such terms, covenants and conditions relate to the specific Real Property demised under the sublease of the Sub-sublessee's interest) and are expressly incorporated into any sublease or sub-sublease agreements. Failure to so incorporate shall render any such new Sub-sublease null and void as against the City and Authority. Except to the extent expressly provided to the contrary in any Sub-sublease, the termination of the Master Lease; other than as a result of the enforcement of the right of reverter by the Florida Department of Transportation or the enforcement by the City of Sections 3 or 27 of the Master Lease or Paragraph 16 hereof requiring use of the Real Property for purposes consistent with Section 159.701 - .7095, Florida Statutes, as amended from time to time in the Master Lease by the City, First Tier Sublease, or any direct lease of the Real Property arising pursuant to any provision of this Agreement shall not diminish the rights of any Sub-sublessee as long as such Sub-sublessee shall (i) shall not be in default under its applicable lease, and perform all of its obligations under the Sub-sublease, and (ii) attorn to the City, Authority or any holder of DT's leasehold interest under the First Tier Sublease, and shall use the demised premises solely and exclusively in accordance with the Public Purpose Quit Claim Deed and in accordance with Sections 159.701 - .7095, Florida Statutes, as amended from time to time; and (iii) shall acknowledge and incorporate the provisions of Paragraph 16 hereof. The foregoing shall not affect the priority of the assignment of DT's interests in the Leasehold Mortgaged Property in connection with the BankUnited Leasehold Mortgage or any such direct lease. The City and Authority agree that if the Master Lease, or the First Tier Sublease should at any time be terminated or canceled for any reason whatsoever, other than as a result of enforcement of the right of reverter by the Florida Department of Transportation, or enforcement of Sections 3 or 27 of the Master Lease by the City, any Sub-sublessee shall not be disturbed in their tenancy or its use, occupation and enjoyment of any portion of the Real Property subject to such Sub-sublease, but the Sub-sublease shall be continued in effect, for the full balance of the original terms, as a direct Lease between the City, or Authority, as applicable, and the Sub-sublessee on the same terms, provisions, covenants and agreements as

contained in the Sub-sublease at such time, and, subject to the rights BankUnited hereunder then outstanding, so long as the portion of the Real Property subject to such Sub-sublease is used solely and exclusively in accordance with the Public Purpose Quit Claim Deed and in accordance with Sections 159.701 - .7095, Florida Statutes, as amended from time to time and so long as the Sub-sublease is consistent with the terms of the Master Lease and the First Tier Sublease and remain subject and subordinate to the terms of such leases, the sub-sublessee is not in default beyond any applicable cure period and at no time shall such liens be or become liens upon the fee portion of the Real Property. The Sub-sublessee shall in all such events attorn to, recognize and accept the City or Authority, or their designee, as its direct landlord, as aforesaid, and shall at all times comply with the requirements of the Public Purpose Quit Claim Deed and Sections 159.701 - .7095, Florida Statutes.

8. LIMITATION ON CITY'S, AUTHORITY'S AND BANKUNITED'S OBLIGATIONS.

(a) Notwithstanding anything to the contrary contained herein, if the City or Authority becomes the direct landlord under the First Tier Sublease, or the Sub-subleases (i) they shall have no liability or responsibility for any default or failure to perform by any prior landlord or on account of any obligations of the landlord pursuant to the First Tier Sublease, or the Sub-subleases which have accrued prior to the time the City or Authority becomes such direct landlord, (ii) the First Tier Sublease shall not be deemed to include any amendments or modifications made after the date hereof which were not or are not approved in writing by the City or Authority either before or after they become such landlord to the extent such approval is required under the terms of the Master Lease or the First Tier Sublease, and (iii) they shall not be obligated or have any liability or responsibility for any advanced payment of rent made other than the current quarter and the immediately succeeding quarter, and (iv) under no events whatsoever shall the City or Authority, as direct Landlord under the Sublease and/or any Sub-sublease have any affirmative duties, obligations, and/or responsibilities other than the duties, obligations, and/or responsibilities of the City, as Landlord pursuant to the Master Lease, or the Authority, as tenant under the Master Lease, or as landlord under the First Tier Sublease. Specifically, the City and Authority shall have no duty, obligation and/or responsibility to return any deposit or portion of any deposit the City or Authority has not actually received or to make any monetary payments whatsoever for obligations of the Landlord pursuant to the Master Lease or Subleases in question prior to the date the City or Authority becomes the Landlord with the specific exception of any deposits that were received by the City or Authority, neither the City nor the Authority shall be obligated to effectuate any construction duties, obligations and/or responsibilities (including any obligation to complete any improvements or construction on the Real Property or to pay for any tenant improvement allowances, construction allowances or leasing commission for which it is not previously required to be performed), except in the event of casualty or condemnation in which event, neither the City nor the Authority shall have any duty, obligation, and/or responsibilities the reasonably anticipated cost of which shall exceed the proceeds of any insurance policy received relative to such casualty or the amount of any condemnation award or amount paid in lieu thereof and in the event of any such casualty or condemnation, subject to the terms hereof, the duties, obligations, and/or responsibilities of the City or the Authority relative to any such construction shall be in accordance with and pursuant to the

terms and provisions of the then governing lease documentation by and between the City or Authority and the subject tenant, and (v) they shall not be bound to any offsets or defenses against any previous landlord under the First Tier Sublease or existing sub-lessors.

(b) Notwithstanding anything to the contrary contained herein and subject to the conditions set forth at the end of this subsection (b), if BankUnited becomes the direct tenant under the Master Lease, First Tier Sublease, or the Sub-subleases, (i) BankUnited shall have no liability or responsibility for any default or failure to perform by any prior tenant or on account of any obligations of the prior tenant pursuant to the, First Tier Sublease, but shall have such liability under the First Tier Sublease which has accrued after the time BankUnited becomes such direct tenant for failure of the Authority or DT, as applicable, and (ii) the Master Lease and the First Tier Sublease shall not be deemed to include any material amendments or modifications made after the date hereof which were not or are not approved in writing by BankUnited either before or after they become such tenant, which approval shall not be unreasonably withheld or delayed. Nothing contained in the immediately preceding sentence shall diminish the obligations of BankUnited upon becoming the direct tenant under the Master Lease, First Tier Sublease, or the Landlord under any Sub-subleases, as the case may be to cure such defaults as provided in this Agreement with respect to the Master Lease, and BankUnited shall comply with the terms and conditions of such lease in which it is becoming the direct tenant. No term, provision or condition set forth above or otherwise set forth in this Agreement shall restrict or otherwise limit the ability of the City to enforce the use restrictions set forth in Sections 3 or 27 of the Master Lease, or Paragraph 16 below, in accordance with the terms of the Master Lease (or as otherwise permitted by law) at any time, provided that DT or BankUnited shall have the right to cure any default of the above referenced provisions within any applicable cure periods under the Master Lease or this Agreement before the City shall enforce its rights under the Master Lease or this Agreement and provided further that nothing herein shall be deemed to operate as a restriction on the rights of the State of Florida and the Florida Department of Transportation with regard to the Public Purpose restrictions and the City shall have no liability for a breach of such Public Purpose restrictions by parties other than itself and the Authority shall be responsible to perform its obligations of the Public Purpose under the Master Lease.

9. CONDEMNATION/EMINENT DOMAIN.

In the event of the taking of the Real Property or any portion thereof by condemnation or eminent domain, the Authority, DT and a direct Sub-sublessee of DT shall be entitled to receive such portion of the award or settlement attributable to the value of their respective leasehold estates and any improvements constructed by them.

10. SEPARATE TAX LOT.

Upon the request of any direct Sub-sublessee of DT, and/or BankUnited, the City and the Authority (at no cost to the City or Authority) shall cooperate to cause the portion of the Property leased to such Sub-sublessee or encumbered by the BankUnited Leasehold Mortgage to be assigned a separate tax lot, folio or strap designation so that such portion of the Real Property shall be assessed for real estate tax purposes separately from any other portion of the Real Property.

11. SUCCESSORS AND ASSIGNS.

This Agreement is binding upon and shall inure to the benefit of the City, the Authority, DT, any Sub-Tenant, and BankUnited, and the respective successors and assigns of each such party and may not be modified except by an instrument in writing executed by all such parties or their respective successors or assigns. Without limitation of the foregoing, the term “DT”, as used herein, shall mean, as of any time, the owner at such time of DT’s leasehold interest under the First Tier Sublease and the term “Sub-sublessee” as used herein, shall mean, as of any time, the owner (including the End User Tenants) at such time of any Sub-sublessee’s interest in any Sub-sublease with DT and any such sub-sublease shall be the “Sub-sublease” (which term shall include the End User Leases).

Without limitation of the foregoing, the Authority agrees that any transfer, assignment, pledge or encumbrance of its interest as landlord under the First Tier Sublease shall be made subject to the provisions of the Master Lease and this Agreement. This provision shall be deemed to be a part of any such transfer, assignment, pledge or encumbrance.

12. NO MERGER.

No union of the interests of the City, as landlord, and the Authority, as tenant, under the Master Lease, shall result in a merger of the Master Lease in the fee interest, or otherwise affect the Master Lease, the First Tier Sublease, or any Sub-sublease.

13. NOTICES.

Any notice required or permitted to be delivered pursuant to the terms of this Agreement will be delivered in person, by prepaid United States Certified Mail, Return Receipt Requested, or by reputable contract carrier providing evidence of delivery or receipt, addressed to the parties at the following addresses:

To City: City of Deerfield Beach
 150 N.E. 2nd Avenue
 Deerfield Beach, Florida 33441
 Attn: City Manager

With a copy to: Anthony Soroka, Esq.
 City Attorney
 City of Deerfield Beach
 350 N.E. 2nd Avenue
 Deerfield Beach, Florida 33441

To Authority Florida Atlantic Research and Development Authority
 3651 FAU Boulevard, Suite 400
 Boca Raton, Florida 33431
 Attn: President and CEO

With a copy to Stearns Weaver Miller Weissler

Alhadeff & Sitterson, P.A.
New River Center, Penthouse A
200 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attn: John M. Fox-Snider, Esq.

To DT Deerfield Trust, LLC
 18 People's Trust Way
 Deerfield Beach, Florida 33441
 Attn: _Brett Frankel, General Counsel

With a copy to: Max Karyo, Esq.
 The Karyo Law Firm, P.A.
 3200 N Federal Highway, Suite 222
 Boca Raton, FL 33431

To BankUnited: BankUnited, N.A.
 333 East Las Olas Boulevard, 3rd Floor
 Fort Lauderdale, Florida 33301
 Attn: Rick Thill, Senior Vice President

With a copy to: Shutts & Bowen LLP
 200 S. Biscayne Blvd., Suite 4100
 Miami, Florida 33131
 Attn: Martha Rabbitt, Esq.

Notices, consents, approvals, and communications shall be deemed given and received upon the earlier of seventy-two (72) hours after deposit in the United States mail in the manner provided above, if given by mail, or upon delivery to the respective addresses set forth above, if delivered personally or sent by overnight courier. The inability to deliver because of a changed address of which no notice was given, or any rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by legal counsel for such party.

14. DEFAULT: REMEDIES.

Should any party be in default under this Agreement, then the other party shall be presumed to suffer irreparable harm. The sole remedies of the parties to the extent applicable are as set forth below:

- (a) City:
- (i) Injunctive or declaratory relief to enforce terms; and/or

- (ii) Declaratory relief, rescission, or other decree to declare the lease void and take possession of the applicable portion of the Real Property; and/or
 - (iii) Any remedy available by a landlord against a tenant; and/or
 - (iv) All rights to code enforcement proceedings and municipal prosecutions through the Code Enforcement Board and the courts,
- (b) Authority/Sub-Tenants/DT/BankUnited/Sub-sublessee:

Injunctive or declaratory relief shall be the sole and exclusive remedy against the City for breach of this Agreement and there shall be no right to monetary damages of any kind whatsoever, and all such rights to monetary damages are waived by the Authority, BankUnited Sub-Tenants, and Sub-sublessees; provided that nothing in this Section 14 shall be construed as a waiver of the Authority's and the Sub-Tenant's, BankUnited's or DT's rights or remedies against the Authority under the Master Lease or the First Tier Sublease.

Anything contained herein to the contrary notwithstanding, (i) the remedies set forth above shall be the sole and exclusive remedies available to the DT, BankUnited, Sub-Tenants and/or Sub-sublessee, as applicable, as "tenant" pursuant to any direct lease by and between the City as "landlord" and the DT, BankUnited, Sub-Tenants and/or Sub-sublessee, as applicable, as "tenant"; (ii) the Authority shall continue to have the same rights and remedies as provided to the Authority, as landlord, under the First Tier Sublease as is available in equity or under applicable law; and (iii) DT shall continue to have the same rights and remedies as provided to DT, as tenant, against the landlord under the First Tier Sublease, as is available in equity or under applicable law.

15. TITLES NOT DEFINITIVE.

The titles of Paragraphs in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement.

16. PUBLIC PURPOSE QUIT CLAIM DEED.

It is specifically acknowledged by all parties hereto that the fee simple absolute title to the Real Property was conveyed to the City pursuant to the following described instruments:

PUBLIC PURPOSE QUIT CLAIM DEED by and between State of Florida Department of Transportation and City of Deerfield Beach, dated January 23, 1998, recorded in Official Records Book 28222 at Page 339 of the Public Records of Broward County, Florida; and

PUBLIC PURPOSE QUIT CLAIM DEED by and between State of Florida Department of Transportation and City of Deerfield Beach, dated May 16, 2005, recorded in Official Records Book 39885 at Page 569 of the Public Records of Broward County, Florida (collectively, "Public Purpose Quit Claim Deed")

and that the Public Purpose Quit Claim Deed contains a restriction to the effect that:

If the property herein conveyed ceases to be used for a public purpose and for Florida Atlantic University Research and Development Authority Research and Development Park, all property rights shall revert back to the State of Florida Department of Transportation.

In order to address the terms and provisions of the initial Public Purpose Quit Claim Deed, Resolution No. 2002/159 was adopted on October 1, 2002 by the City Commission of the City finding that the lease of the Real Property to the Authority for use as a research and development park operated pursuant to Sections 159.701-7095, Florida Statutes, as amended from time to time, said use would be a public purpose and would benefit both the citizens of Deerfield Beach and the citizens of the State of Florida. Resolution No. 2002/159 was furnished to the State of Florida Department of Transportation. Anything contained in this Agreement to the contrary notwithstanding, all rights of the Authority, DT, Sub-sublessees and their assignees pursuant to this Agreement are subject to the provisions of the Public Purpose Quit Claim Deed and the rights granted to Florida Department of Transportation set forth therein. In the event the ownership interest of the City in and to any portion of the Real Property should terminate due to the failure to comply with the terms and provisions of the Public Purpose Quit Claim Deed or any requirements under Florida Law related to the transfer of the Real Property to the City for public purposes pursuant to the Public Purpose Quit Claim Deed, and as a result of such failure to comply, the title to any portion of the Real Property reverted to the State of Florida Department of Transportation or the State of Florida, unless the reversion of title was the direct and proximate result of willful or intentional wrongful actions or wrongful inactions of the City occurring subsequent to the date of the Master Lease or this Agreement, then, in all other events, under no circumstances whatsoever shall such reversion of title or any other consequences or damages related thereto be deemed a default by the City pursuant to this Agreement and/or cause the City to have any liability whatsoever as a result thereof and the Authority, DT and the Sub-Lessees shall indemnify and hold City harmless from any such liability to the fullest extent permitted by law, and the Authority and all Sub-Tenants shall require that any lease with any sub-subtenant specifically provide that any such sub-subtenants similarly indemnify City and hold City harmless from any such liability, other than a Space Lessee as defined in the Master Lease. In any event, the City shall have no liability to the Space Lessees.

Further, the Authority and DT represent and warrant to the City that the use of any portion of the Real Property that may become subject to a direct lease by and between the City and any Sub-sublessees or any party in possession, shall at all times be in compliance with the terms and provisions of Paragraphs 1, 2, 3, 4(a), 4(b), 4(c), 4(d), 4(e) 5, 6, 7, 10, 11, 12, 13, 15, 16, 17, 19, 21, 25, and 27 of the Master Lease and all amendments thereto and used solely and exclusively in accordance with the Public Purpose Quit Claim Deed and in accordance with. Sections 159.701 - .7095, Florida Statutes, as amended from time to time. The compliance of any Sub-sublessees or DT with the enumerated paragraphs of the Master Lease set forth in the preceding sentence shall relate only to the specific portion of the Real Property that is the subject of such direct lease and the uses of any common areas related to such direct lease. In the event that the public purpose right

of reverter is ever extinguished in the future, the requirement that all uses be consistent with Section 159.701 — 7095, Florida Statutes, as amended, shall remain in full force and effect.

In all events, any direct lease or any other agreement entered into by the City pursuant to this Agreement shall contain a provision substantially identical to this Paragraph.

Section 2 of the First Amendment to the Master Lease expressly sets forth the procedures for compliance with the Technology Review, Advisory, and Innovation Committee (“TRAC”) process to assure the City that the Real Property is being used consistent with the requirements of Sections 159.701 - 7095, Florida Statutes, as amended from time to time. Said Section specifically requires, in part, that all Space Lessees and users of the Real Property shall be required, to comply with the Deerfield TRAC Agreement and complete the TRAC review process, or substantially similar process, to assure that the use is consistent with Sections 159.701 - .7095, Florida Statutes, as amended from time to time, and all direct leases, subleases, and Space Leases, as defined in the First Tier Sublease shall incorporate the provisions of said Section 2 of the First Amendment to the Master Lease. The Authority and DT agree that the Restrictions set forth on Exhibit “A” to the Deerfield TRAC Agreement shall not be modified unless and until the Authority first certifies to the City in writing that such modification complies with and is consistent with Sections 159.701-.7095, Florida Statutes, as amended from time to time, and with the Public Purpose Quit Claim Deed.

The First Amendment to the Master Lease sets forth language that is to be included in all future direct leases, subleases and Space Leases. The Authority and DT represent that the First Tier Sublease is in compliance with the requirements of the First Amendment to Master Lease referenced above. The Authority (based on representations from DT) and DT represent to the other parties to the Agreement that the Operating Agreement is not a lease of the Real Property for purposes of the Master Lease or the First Tier Sublease.

In compliance with the requirements of the City’s Charter, the lease of the Real Property to the Authority was approved at a referendum election authorizing the lease to the Authority for the specific purpose of a research and development park and must be limited to said use as described in the Master Lease. In the event that the restrictions and/or reverter contained in the Public Purpose Quit Claim Deed are released, terminated or declared null and void for any reason, the Real Property shall at all times continue to be subject to the requirement of use for a public purpose and specifically to the requirements of Section 159.701 - .7095, Florida Statutes, as set forth in the Master Lease, and as required by the referendum, and any release or termination of requirements or the reverter contained in the Public Purpose Quit Claim Deed shall have no force or effect upon other public purpose requirements of the referendum and Master Lease, which shall remain binding and in full force and effect. Any direct lease or other lease provided for herein shall be subject to the public purpose requirements described above.

17. CONSTRUCTION.

It is the intent of the parties hereto that this Agreement and the Master Lease and the First Tier Sublease are consistent and are to be read together as a single consistent document; however, to the extent of any inconsistency between the terms of this Agreement and the Master Lease and the First Tier Sublease, the terms of this Agreement shall supersede and control only to the extent

of the inconsistency. Terms not otherwise defined herein shall have the meaning set forth in the Master Lease. The term(s) Sublessee, Sub-sublessee Subtenants or Sub-subtenants shall not include Space Lessee or Space Tenant. Notwithstanding anything to the contrary set forth in this Agreement, at no time shall the City have any financial liability under the Master Lease or this Agreement beyond that provided for in the Master Lease or any separate agreement executed by the City. In the event of a conflict between the terms, conditions and provisions of this Agreement and the terms, conditions and provisions of the Master Lease, it is agreed that the Master Lease shall control. Moreover, the exercise of its governmental functions in matters including, but not limited to, code and zoning enforcement by the City, are considered at all times as actions by the City as a municipal corporation exercising its jurisdiction, and not as landlord under the Master Lease, and the City shall have no liability as landlord under the Master Lease to any party hereto for the City's exercise of its governmental jurisdiction. All obligations of the City under this Agreement shall only be to the extent permitted by law.

18. EFFECTIVE DATE AND DELIVERY. This Agreement shall not be effective or be considered delivered until the date DT closes the Loan with BankUnited and records the BankUnited Leasehold Mortgage. This Agreement shall be recorded in the Public Records of Broward County, Florida (at no cost to the City or the Authority) and shall run with and bind the Real Property and all future owners or other parties in interest of the Real Property. Upon recording, DT and BankUnited shall promptly deliver a copy of the recorded BankUnited Leasehold Mortgage to the City and the Authority. This Non-Disturbance, Recognition and Direct Leasing Agreement supersedes and replaces in its entirety any previous Non-Disturbance, Recognition and Direct Leasing Agreement affecting DT or the Real Property set forth in Exhibit "A" attached hereto.

19. BANKUNITED PROTECTIONS. DT has the right to execute, deliver and record the BankUnited Leasehold Mortgage pursuant to the terms of the Section 7 of the Master Lease and Section 16.02 of the First Tier Sublease, and no consent will be required if BankUnited exercises its remedies thereunder, including foreclosure or a lease assignment in lieu of foreclosure thereof, and any further transfer, sale, assignment by BankUnited or its designee after foreclosure or assignment shall be subject to the due diligence and approval requirements of the First Tier Sublease.

20. INVALIDITY. If any provisions of this Agreement are held to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected or impaired and each remaining provision shall remain in full force and effect. In the event that any term or provision of this Agreement is determined by appropriate judicial authorities to be illegal void or otherwise invalid, said provision shall be given its nearest legal meaning or be construed as deleted as such authority determines and the remainder of this Agreement shall be construed to be in full force and effect.

21. GOVERNING LAW. This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation shall be Broward County, Florida.

22. TERM. This Agreement shall terminate upon the satisfaction of the BankUnited Leasehold Mortgage.

IN TESTIMONY WHEREOF, the lawfully designated agents of the CITY OF DEERFIELD BEACH, the FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY, DEERFIELD TRUST, LLC and BANKUNITED, N.A. have hereunto subscribed their names on the day and year first above written.

[SIGNATURE PAGES TO FOLLOW]

CITY OF DEERFIELD BEACH

ATTEST:

_____, City Clerk

By: _____

Signature of Witness

Name: _____

Print/Type Witness Name

Title: _____

Signature of Witness

Print/Type Witness Name

Approved as to Form and Legality by:

Print Name: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of _____, 2022, by _____,
_____, City of Deerfield Beach, who:

[] is personally known to me, [or]

[] has produced _____ as identification

Notary Public

Printed Name of Notary

Notary Commission No. _____

FLORIDA ATLANTIC RESEARCH AND
DEVELOPMENT AUTHORITY, a Florida
governmental body corporate and politic

By: _____

Name: _____

Title: _____

Signature of Witness

Print/Type Witness Name

Signature of Witness

Print/Type Witness Name

Approved as to Form and Legality by:

Print Name: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this _____ day of _____, 2022, by _____ ,
_____, Florida Atlantic Research and Development Authority, who:

[] is personally known to me, [or]
[] has produced _____ as identification

Notary Public

Printed Name of Notary

Notary Commission No. _____

DEERFIELD TRUST, LLC, a Florida
limited liability company

By: _____

Name: _____

Title: _____

Signature of Witness

Print/Type Witness Name

Signature of Witness

Print/Type Witness Name

Approved as to Form and Legality by:

Print Name: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this _____ day of _____, 2022, by _____ ,
_____, Deerfield Trust, LLC, who:

[] is personally known to me, [or]
[] has produced _____ as identification

Notary Public

Printed Name of Notary

Notary Commission No. _____

BANKUNITED, N.A.

By: _____

Name: _____

Title: _____

Signature of Witness

Print/Type Witness Name

Signature of Witness

Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this _____ day of _____, 2022, by _____,
_____, as _____, of BankUnited, N.A. who:

[] is personally known to me, [or]

[] has produced _____ as identification

Notary Public

Printed Name of Notary

Notary Commission No. _____

Exhibit "A"
Real Property

The land referred to herein below is situated in the County of Broward, State of Florida, and is described as follows:

Lessee's interest in that certain Lease by and between Florida Atlantic Research and Development Authority, Inc., a body corporate and politic under the laws of the State of Florida, as Lessor, and DRP Finance, LLC, a Florida limited liability company, as Lessee, dated October 10, 2013, memorialized by that certain Memorandum of Lease dated October 10, 2013, recorded October 11, 2013 in Official Records Book 50250, Page 1014, said Lessee's interest being assigned to Deerfield Trust, LLC, a Florida limited liability company, by that certain Assignment and Assumption of First Tier Sublease 1, 2 and 3, dated October 10, 2013, and recorded October 11, 2013, in Official Records Book 50250, Page 1022, as re-recorded October 15, 2013 in Official Records Book 50255, Page 1818, of the Public Records of Broward County, Florida, demising the following described Land:

PARCEL 9 PHASE 1

A portion of Parcel "A", DEERFIELD BEACH FAU/MOC-1 PLAT, according to the Plat thereof, as recorded in Plat Book 172, Page 163 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Parcel "A"; thence North 14°17'46" East, along the Westerly line of said Parcel "A", said line also being a Florida Department of Transportation limited access line for I-95 as shown on said plat, a distance of 557.05 feet to the Point of Beginning; thence North 14°17'46" East, continue along said Westerly line and said "limited access line, for a distance of 831.44 feet; thence South 01°31'55" East, 700.84 feet; thence North 88°27'40" East, along the Westerly prolongation of a non-vehicular access line as shown on said Plat and along said non-vehicular access line, a distance of 246.26 feet; thence North 88°22'20" East, 27.00 feet; thence South 01°31'06" East, along the Northerly prolongation of a non-vehicular access line as shown on said Plat and along said non-vehicular access line, a distance of 195.00 feet; thence South 05°19'28" West, along said non-vehicular access line, 14.93 feet; thence South 88°28'05" West, 31.07 feet; thence North 56°18'31" West, 24.46 feet; thence South 88°28'05" West, 301.77 feet; thence North 01°31'55" West, 96.56 feet; thence South 88°28'05" West, 145.38 feet to the Point of Beginning.

PARCEL 9 PHASE 2

A portion of Parcel "A", DEERFIELD BEACH FAU/MOC-I PLAT, according to the Plat thereof, as recorded in Plat Book 172, Page 163 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Parcel "A"; thence North 14°17'46" East, along the Westerly line of said Parcel "A", said line also being a Florida Department of Transportation

limited access line for I-95 as shown on said Plat, a distance of 299.93 feet to the Point of Beginning; thence North 14°17'46" East, along said Westerly line and said limited access line, a distance of 257.12 feet; thence North 88°28'05" East, 145.38 feet; thence South 01°31'55" East, 96.56 feet; thence North 88°28'05" East, 301.77 feet; thence south 56°18'31" East, 24.46 feet; thence North 88°28'05" East, 31.07 feet; thence South 05°19'28" West, along the East line of said Parcel "A", said line also being a non-vehicular access line as shown on said Plat, a distance of 85.79 feet; thence South 01°31'06" East, along said East line and said non-vehicular access line, a distance of 108.69 feet; thence South 88°27'24" West, 142.53 feet; thence North 01°31'55" West, 25.00 feet; thence South 88°28'05" West, 256.11 feet; thence North 13°53'52" West, 32.95 feet; thence South 88°28'05" West, 152.38 feet to the Point of Beginning.

PARCEL 9 PHASE 3

A portion of Parcel "A", DEERFIELD BEACH FAU/MOC-1 PLAT, according to the Plat thereof, as recorded in Plat Book 172, Page 163 of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of said Parcel "A"; thence North 14°17'46" East, along the Westerly line of said Parcel "A", said line also being a Florida Department of Transportation limited access line for I-95 as shown on said Plat, a distance of 299.93 feet; thence North 88°28'05" East, 152.38 feet; thence South 13°53'32" East, 32.95 feet; thence North 88°28'05" East, 256.11 feet; thence South 01°31'55" East, 25.00 feet; thence North 88°27'24" East, 142.53 feet; thence South 01°31'06" East, along the East line of said Parcel "A", a portion of said line also being a non-vehicular access line as shown on said Plat, a distance of 156.31 feet; thence North 88°28'54" East, along said non-vehicular access line, 12.00 feet; thence South 01°31'06" East, along said East line and said non-vehicular access line, a distance of 75.00 feet; thence South 88°27'38" West, 651.82 feet to Point of Beginning.

TOGETHER WITH:

PARCEL 12

The non-exclusive easement rights as created by that certain Easement recorded February 27, 2004, in Official Records Book 36974, Page 1722, of the Public Records of Broward County, Florida.

PARCEL 13

The non-exclusive easement rights as created by and more particularly described in that certain Agreement recorded July 22, 2003, in Official Records Book 35650, Page 17, of the Public Records of Broward County, Florida, as amended by the First Amendment to Agreement recorded in Official Records Book 45178, Page 662, and as amended by the Second Amendment to Agreement recorded in Official Records Book 46530, Page 1703.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1194

Agenda Date: 4/19/2022

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 settlement of all claims against the City in the litigation styled *Carolyn McEvoy vs. City of Deerfield Beach*; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (Funds from Account #606-0900-519-37-70 - General Liability Legal)

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: General Liability Legal

Account Number: 606-0900-519-37-70

Background/History

Carolyn McEvoy ("McEvoy") filed a lawsuit against the City of Deerfield Beach styled Carolyn McEvoy vs. City of Deerfield Beach, Case No. CACE-18-016827, in the Seventeenth Circuit Court in and for Broward County, Florida (the "Lawsuit"). The Lawsuit alleges that McEvoy tripped and fell on an uneven portion of the wooden boardwalk near the City pier while exercising in a Zumba class causing her to suffer a broken left arm and wrist and seek considerable medical treatment and physical therapy.

Current Activity

McEvoy has provided documentation indicating over \$90,000 in medical bills and expenses. McEvoy is willing to settle all of her claims against the City, including all costs and attorney's fees incurred in this matter, for the total sum of \$50,000.00.

The enclosed Resolution approves the settlement of the Lawsuit for the total amount of \$50,000.00, including attorney's fees and costs, thereby disposing of all claims against the City and its employees that were or could have been asserted by McEvoy against the City or its employees.

Recommendation

Approval.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SETTLEMENT OF ALL CLAIMS AGAINST THE CITY IN THE LITIGATION STYLED *CAROLYN MCEVOY VS. CITY OF DEERFIELD BEACH*; AUTHORIZING EXECUTION OF DOCUMENTS NECESSARY TO EFFECTUATE THE SETTLEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Carolyn McEvoy (“McEvoy”) filed a lawsuit against the City of Deerfield Beach styled *Carolyn McEvoy vs. City of Deerfield Beach*, Case No. CACE-18-016827, in the Seventeenth Circuit Court in and for Broward County, Florida (the “Lawsuit”); and

WHEREAS, the Lawsuit alleges that McEvoy tripped and fell on an uneven portion of the wooden boardwalk near the City pier while exercising in a Zumba class causing her to suffer a broken left arm and wrist and seek considerable medical treatment and physical therapy; and

WHEREAS, McEvoy is willing to settle all of her claims against the City, including all costs and attorney’s fees incurred in this matter, for the total sum of \$50,000.00; and

WHEREAS, although the City asserts that it was not responsible for McEvoy’s alleged damages, the City Commission deems it to be in the best interest of the City to approve the settlement of the Lawsuit in the total amount of \$50,000.00, including attorney’s fees and costs, thereby disposing of all claims that were or could have been asserted against the City and its employees by McEvoy.

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

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

Section 2. The City Commission hereby approves the settlement of the Lawsuit for the total amount of \$50,000.00, including attorney’s fees and costs, thereby disposing of all claims against the City and its employees that were or could have been asserted by McEvoy against the City or its employees.

Section 3. That the appropriate City officials are authorized to execute all documents deemed necessary by the City Attorney to implement the intent of this Resolution and to provide for payment as indicated.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1192

Agenda Date: 4/19/2022

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 award of Request for Proposals #22-11-JW for the pay and classification study to Management Advisory Group International, Inc.; authorizing execution of an agreement with the sole, responsive and responsible consultant, Management Advisory Group International, Inc., for the study services in an amount not to exceed \$62,440.00; providing for implementation and an effective date. (Funds from Account #001-0800-513-32-99 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$62,440.00

Account Name: Other Contractual Services

Account Number: 001-0800-513-32-99

Background/History

The purpose of Request for Proposal (RFP) #22-11-JW is to conduct a job classification and compensation analysis of all City positions, which will be utilized to rewrite current job classification descriptions and create a long-term compensation strategy.

Current Activity

The Purchasing and Contract Administration Division recently issued the RFP for a Pay and Classification Study. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. The Evaluation Committee independently evaluated each proposal before the evaluation meeting. The committee unanimously recommended awarding the contract to the only responsive vendor, Management Advisory Group International, Inc. ("Management Advisory Group"). Attached are the following documents from the Purchasing Division: Purchasing Division memorandum recommendation, Proposal Evaluation Summary, Scope of Work.

Management Advisory Group's proposal was for \$65,000.00. Staff requested a best and final offer ("BAFO") from Management Advisory Group, who provided a BAFO of \$62,440.00, a \$2,560.00 savings from the original proposal.

Recommendation

Staff recommends City Commission approval of the Evaluation Committee's recommendation to

award RFP #22-11-JW, Pay and Classification Study to Management Advisory Group International, Inc.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS #22-11-JW FOR THE PAY AND CLASSIFICATION STUDY TO MANAGEMENT ADVISORY GROUP INTERNATIONAL, INC.; AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE SOLE, RESPONSIVE AND RESPONSIBLE CONSULTANT, MANAGEMENT ADVISORY GROUP INTERNATIONAL, INC., FOR THE STUDY SERVICES IN AN AMOUNT NOT TO EXCEED \$62,440.00; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City is seeking a consultant to conduct a job classification and compensation analysis of all City positions (the “Services”), which will be utilized to rewrite current job classification descriptions and create a long-term compensation strategy; and

WHEREAS, the City issued Request for Proposals No. 22-11-JW for the Pay and Classification Study (the “RFP”); and

WHEREAS, the RFP was advertised in the legal notices section of the Sun Sentinel on February 3, 2022, and the notice was also sent to 206 prospective respondents via the e-Procurement Marketplace; and

WHEREAS, 14 firms viewed the RFP documents; and

WHEREAS, on March 9, 2022 at 1:00 p.m., the due date and time for the responses, the Purchasing and Contract Division (the “Division”) closed and unsealed the one proposal that was timely received, and reviewed the proposal to ensure it met the RFP requirements; and

WHEREAS, the evaluation committee independently reviewed and scored the one responsive proposal in accordance with the weighted criteria stated in the RFP prior to the first evaluation committee meeting; and

WHEREAS, the evaluation meeting was held on March 17, 2022, to score the proposal based on the weighted criteria stated in the RFP; and

WHEREAS, the evaluation committee was unanimous in their decision to recommend award of the RFP to Management Advisory Group International, Inc. (“Management Advisory Group”), the sole responsive and responsible consultant, with a proposal of \$65,000.00; and

WHEREAS, staff requested a best and final offer (“BAFO”) from Management Advisory Group, who provided a BAFO of \$62,440.00, a \$2,560.00 savings from the original proposal; and

WHEREAS, the evaluation committee recommends that the City Commission approve the award of the RFP to the sole responsive and responsible firm, Management Advisory Group, and authorize execution of an agreement with Management Advisory Group for the provision of the Services in an amount not to exceed \$62,440.00.

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

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

Section 2. The City Commission hereby approves the award of the RFP to Management Advisory Group for the Services.

Section 3. The City Manager is hereby authorized to execute an agreement with Management Advisory Group for the Services in an amount not to exceed \$62,440.00, consistent with the terms of the RFP, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary 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.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Memorandum

TO: Amanda Robin, Director of Human Resources
FROM: Jeremin Worlds, Senior Buyer
THRU Stephanie Tinsley, Chief Financial Officer
DATE: March 28, 2022
RE: **Pay and Classification Study, RFP #22-11-JW**

The Purchasing and Contract Administration Division recently issued a Request for Proposals (RFP) for Pay and Classification Study, RFP #22-11-JW. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The RFP was advertised in the legal notices section of the Sun-Sentinel on February 3, 2022.
- The notice was also sent to two hundred and six (206) prospective Offerors via the e-Procurement Marketplace.
- Fourteen (14) vendors viewed the documents of the RFP.
- On February 8, 2022 at 2:30 p.m., a Non-Mandatory Pre-Proposal Conference was held in person and via Zoom.
- On February 25, 2022, the RFP closing date was extended to encourage additional vendor bid participation.
- On March 9, 2022 at 1:00 PM EST, the Purchasing and Contract Administration Division closed and unsealed one (1) proposal. The proposal was reviewed by the Purchasing and Contract Administration Division to ensure the proposal met the RFP requirements.
- Subsequently, each member of the evaluation committee appointed by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures, the evaluation sheets, Vendor Performance Reference Verification Survey Form.
- Each evaluation committee member independently reviewed and scored the one (1) responsive proposal according to the weighted criteria stated in the RFP prior to the public evaluation meeting held on Thursday, March 17, 2022, at 1:00 PM EST in person (face-to-face) and virtually via Zoom.
- The Evaluation Committee consisted of: Amanda Robin, Director of Human Resources; Karen Belle-Pierre, Assistant Director Human Resources; Eleonel Lorenzo, Operations Manager, Solid Waste and Recycling.
- The proposals were evaluated based on the following weighted criteria:

Criteria	Weight
Experience and performance on public compensation Studies	2
Technical ability and staff experience designing and implementing Overall compensation systems. Thoroughness of material submitted	2
Consultant's overall approach and process related to this Scope of Work/Service as well as the ability to coordinate the project effectively with City staff	3
Time proposed to complete the study	1
Fee for service	2

- The proposal was scored and ranked (After Evaluation Committee Members Independent Review) as follows:

Ranking	Amanda Robin	Karen Belle-Pierre	Eleonel Lorenzo
Management Advisory Group International, Inc.	96	73	77

- The Proposer did not provided evidence for the Disadvantage Business Enterprise Program stated in the RFP documents, as per City Ordinance Section 38-130.
- There were no changes to the scores and ranking after Committee Members discussion of the proposals.
- A motion was made by Amanda Robin to recommend the only Proposer, Management Advisory Group International, Inc., to the City Commission for approval. Also, a motion was also made to request a Best and Final Offer from the Prosper. The motions were seconded by Karen Bell-Pierre. The evaluation committee was unanimous in their decisions.
- The Procurement staff negotiated a Best and Final Offer (BAFO) with a savings of \$2,569.00, the (BAFO) was reviewed and approved by the Director of Human Resources.
- Reference check was conducted on Management Advisory Group International, Inc., and revealed positive ratings.
- The contract term shall be one hundred-twenty (120) Calendar Days after notice to proceed is received, with no option for renewal.
- Documentation related to this solicitation may be obtained by emailing Sandra Francis at sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, the Evaluation Committee is recommending to the City Commission, to approve the award to Management Advisory Group International, Inc.

Please use this memorandum and all attachments as backup to the City Manager for the April 19th, 2022, City Commission Meeting.

Att: Tabulation Sheets, Tab Summary, Bid Summary, BAFO, Scope of Work

c: Karen Belle-Pierre, Assistant Director, Human Resources

Event Number	22-11-JW	Organization	City of Deerfield Beach
Event Title	Pay and Classification Study	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach, Florida (hereafter City) seeks the services of a qualified firm to perform an independent pay and classification study of the Citys job classifications and compensation (hereafter Study) per the RFP Package; providing recommendation to the City for implementation of proposed changes.		
Event Type	RFP	Event Owner	Jeremin Worlds
Issue Date	2/3/2022 11:03:18 AM (ET)	Email	jworlds@deerfield-beach.com
Close Date	3/9/2022 01:00:00 PM (ET)	Phone	(954) 480-4415
		Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Management Advisory Group International, Inc.	Spartanburg	SC	2/25/2022 10:55:54 AM (ET)	5	\$65,000.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

1	Phase 1: Job Classification Analysis						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Management Advisory Group International, Inc.	1	Lump Sum		\$25,000.00	\$25,000.00	
2	Phase 2: Rewrite/Revision of Job Classification						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Management Advisory Group International, Inc.	1	Lump Sum		\$12,000.00	\$12,000.00	
3	Phase 3: Compensation Analysis						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Management Advisory Group International, Inc.	1	Lump Sum		\$11,000.00	\$11,000.00	
4	Phase 4: Compensation Strategy						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Management Advisory Group International, Inc.	1	Lump Sum		\$7,000.00	\$7,000.00	
5	Phase5: Additional Recommended Services (Possible-Add-on's)						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Management Advisory Group International, Inc.	1	Lump Sum		\$10,000.00	\$10,000.00	

1	Phase 1: Job Classification Analysis						
	Supplier	QTY	UOM	Estimated	Price	Extended	BAFO Results
	Management Advisory Group International, Inc.	1	Lump Sum		\$25,000.00	\$25,000.00	\$24,250.00

2	Phase 2: Rewrite/Revision of Job Classification						
	Supplier	QTY	UOM	Estimated	Price	Extended	
	Management Advisory Group International, Inc.	1	Lump Sum		\$12,000.00	\$12,000.00	\$11,640.00

3	Phase 3: Compensation Analysis						
	Supplier	QTY	UOM	Estimated	Price	Extended	
	Management Advisory Group International, Inc.	1	Lump Sum		\$11,000.00	\$11,000.00	\$10,760.00

4	Phase 4: Compensation Strategy						
	Supplier	QTY	UOM	Estimated	Price	Extended	
	Management Advisory Group International, Inc.	1	Lump Sum		\$7,000.00	\$7,000.00	\$6,790.00

5	Phase5: Additional Recommended Services (Possible-Add-on's)						
	Supplier	QTY	UOM	Estimated	Price	Extended	
	Management Advisory Group International, Inc.	1	Lump Sum		\$10,000.00	\$10,000.00	\$9,000.00

\$65,000.00	\$62,440.00
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Savings	\$ 2,560.00
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SCOPE OF SERVICE

1. Purpose

- a. The City of Deerfield Beach, Florida (hereafter City) seeks the services of a qualified firm to perform an independent comprehensive study of the City's job classifications and compensation (hereafter Study); providing recommendation to the City for implementation of proposed changes.
- b. The Study will assist in the development and implementation of an updated compensation program that will enable the City to competitively recruit new employees, retain our current workforce, and motivate employee job performance.
- c. The City wishes to obtain a vendor who will assist the City in reviewing the existing pay plans and who will make recommendations for market analysis and internal equity review.
- d. Firms should have expertise in compensation systems, including pay studies for municipal government, municipal utilities, and jobs not represented and represented by labor unions, including job evaluation, market pricing, salary structure design and implementation and organizational capacity. The vendor should be able to demonstrate that its compensation systems have been successfully implemented in at least government organizations of similar size and business units.
- e. It is the intention of the City to award the project to one consulting firm, with the possibility of completing the study in multiple phases. Awarded Offeror may not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City.

2. Background

- a. The City is a South Florida coastal community of 80,000 residents located in northern Broward County. The City is midway between Fort Lauderdale and West Palm Beach and is neighbored by Boca Raton, Coral Springs and Pompano Beach. This 16.3 square mile community and is home to a diverse residential, commercial and industrial population.
- b. Deerfield Beach is a full-service City (water, sewer, storm water, parks and recreation, streets, solid waste, etc.) operated under the Commission-Manager form of government.
- c. The City currently has fourteen (14) Departments: Office of the City Manager, Office of the City Clerk, Office of Public Safety, Human Resources, Financial Services, Information Technology Services, Planning & Development Services, Economic Development, Community Services, Ocean Rescue, Parks & Recreation, Public Affairs & Marketing, Environmental Services, and Sustainable Management.
- d. Law Enforcement, Fire Rescue, Code Compliance, and Building Services are contracted with third-parties.
- e. The City employs approximately 400 regular full-time and part-time employees, and the proposed Study will cover all of these positions.

Non-Bargaining Employees	135
International Union of Painters and Allied Trades Employees	220
Professional Managers and Supervisors Association Employees	45
Total	400

- f. In all positions the City operates under a compensation plan that includes minimums and maximums for each pay grade. Wages were frozen in Fiscal Year 2021. Employees received a 4% cost of living adjustment (COLA) on October 1, 2021 and are eligible for up to 3% (with a 1% guarantee) on their annual review date for Fiscal Year 2022. Fiscal Year's 2023 and 2024 will see the same merit-based system of up to 3% merit, with COLA's tied to the consumer price index (CPI) capped at 3%.
- g. Part-time employees are currently hired at the base of the pay grade and are not eligible for merit increases. Upon promotion, part-time employees are given a 5% increase in pay and have no flexibility to negotiate starting salary no matter level of experience.
- h. The City has a 401(a) retirement plan for full time employees in which the City contributes 8% and the employee contributes 4%. The City also offers voluntary retirement savings through a deferred compensation (457) plan to all employees.
- i. The City provides health insurance benefits on a self-insured basis. Other benefits include dental, life insurance, leave programs (vacation and sick leave), paid holidays, short-term and long-term disability for certain job classifications and other benefit programs.
- j. The employees are currently classified and compensated through a pay grade system implemented in 2015. Pay classifications are generally rated based on requirements for experience and education. Other than when the City has issued a COLA increasing the minimum and maximums of the pay grades, the practice is to evaluate and adjust classifications during the budgetary process, usually motivated by recruitment and/or retention difficulties or employees working beyond the scope of their current classifications.

3. Scope of Work

- a. Provide a timeline to conduct the study, to be mutually agreed upon by the successful consultant and the City.
- b. The successful consultant will meet with City management to assure an understanding of the objectives of the City as detailed herein and within the final contract.
- c. During the course of the project, the Consultant will make informal and formal presentations of findings as necessary with City management and City Commission as determined by City Manager.
- d. Conduct a job-task analysis/job audit of all positions, including general task analysis by department, which may include personal interviews with department directors, assistant directors, managers, supervisors, key personnel and/or employees to determine the essential functions of each position.
- e. Review existing job descriptions and recommend updates, as needed. Assess FLSA designation and EEO job categories for each classification shall be included in this review, to include new updates to Florida minimum wage.

- f. Review current compensation rates and ranges for multi-incumbent non-bargaining unit, bargaining unit, and executive positions.
- g. Conduct a comprehensive survey of job classifications to include salary ranges, non-cash compensation, benefit packages, etc. to determine recommended comparative public and private agencies, to ensure the City of Deerfield Beach's compensation is equitable and competitive in its total compensation package relative to internal factors and external markets.
- h. Recommend pay grades and ranges for all classifications, to include minimum, midpoint and maximum for each pay grade employees. Also propose a policy and procedure to address employees whose base pay may exceed the maximum recommended pay range.
- i. Develop and recommend classification and compensation administrative practices to include, but not limited to, skill-based pay or alternative reward strategies, which may be suitable for specific classifications.
- j. Considerations of merit-based pay and reward strategies must be suitable to designated City job classifications within governmental and statutory limitations as well as the City's financial constraints.
- k. To include best practices which support recruiting new hires within the pay plan, while also providing equitable compensation strategy for internal candidates seeking promotional opportunities, including part-time employees.
- l. The Classification and Compensation Plan should include methods to maintain an on-going plan that will support recruitment and retention efforts, while also compliant with current rules and regulations and collective bargaining agreements.
- m. Provide a manual of instructions and training materials; provide actual training to Human Resource's staff to administer the proposed classification and compensation plan, provide recommendations on functionality an ERP or Human Resources Management System should have to effectively manage and automate the compensation plan.
- n. Suggest methodology to maintain the integrity of the proposed compensation and classification plan after the initial phase-in period has ended. Based upon the recommended pay plan, policies regarding movement through ranges, adjustments within pay grades, additional duties adjustments (temporary or permanent), reclassifications, promotions, transfers, demotions, career ladders, etc.
- o. Consultant will prepare a final comprehensive written report of recommendations, including discussion of methods, techniques and data used to develop the Classification and Compensation Plan and the Organizational Analysis. Additionally, consultant will provide an estimate of the fiscal impact of the recommended changes for a 3yr period.
- p. The firm will be required to present final results to the City Commission and City Management.
- q. Recommend cost of services broken down into five (5) phases:
 - i. Phase 1: Job Classification Analysis
 - ii. Phase 2: Rewrite/revision of Job Classification
 - iii. Phase 3: Compensation Analysis
 - iv. Phase 4: Compensation Strategy
 - v. Phase 5: Additional recommended services (Possible add-on's)

- r. Consultants may recommend addition related services above those contained herein directly related to scope of services contained herein as Additional Add-alternates.

4. City Responsibilities

The City will provide current salary information, organizational charts, pay plans, collective bargaining agreements, personnel rules and regulations, and job classification descriptions as exhibits.

- i. Pay Plans – See Exhibit A
- ii. Organizational Charts – See Exhibit B
- iii. Classification Descriptions – See Exhibit C
- iv. City’s Personnel Rules and Regulations (Handbook) – See Exhibit D
- v. Collective Bargaining Agreements (IUPAT CBA 2021-2024)– See Exhibit E
- vi. Collective Bargaining Agreements (PMSA CBA 2021-2024)– See Exhibit F
- vii. City Budget:
https://www.deerfield-beach.com/DocumentCenter/View/16949/FY22AdoptedBudget-Electronicversion_compressed-ADA-Compliance---UPDATED-11921

The City staff team is as follows:

Project team: Director of Human Resources and Risk Management, Assistant Director of Human Resources, HR/Payroll Specialist, HR Assistant, HR Technician, Director of Financial Services/CFO, Financial Services Manager, Payroll Coordinator, City Manager, Assistant City Manager.

City management: All of the above, as well as remaining Department Directors and City Attorney’s Office.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1177

Agenda Date: 4/19/2022

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 Bluewater Movement, Inc. for the Saltwater Slam & Showdown at Sullivan Park, 1633 Riverview Road from 4:00 pm to 8:00 pm on June 11, 2022 and August 13, 2022; approving a waiver of facility use fees; providing for an effective date. (Funds from Account #001-7005-579-10-01 - Regular Salary & Account #001-7005-579-10-02 - Overtime)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$2,246

Account Name: Regular Salary

Account Number: 001-7005-579-10-01

Secondary Account Name: Overtime

Secondary Account Number: 001-7005-579-10-02

Background/History

Bluewater Movement, Inc. (the "Applicant") is looking to come back to Sullivan Park for two days in the summer of 2022 to host their Saltwater Slam & Saltwater Showdown events. The tournaments serve as a charitable fundraiser for Mission Fishin, a 501c3 organization.

Current Activity

Parks and Recreation staff received a special event application from the Applicant to host their Saltwater Slam and Salt Water Showdown Events at Sullivan Park, 1633 Riverview Rd. on June 11, 2022 and August 13, 2022 from 4 p.m.-8 p.m (the "Events"). The Applicant is expecting 200 attendees for each event.

As part of the application, the Applicant is requesting approval of the City Commission to utilize the Sullivan Park pavilion and boat slips ("Sullivan Park Amenities") on Saturday, June 11, 2022 & Saturday, August 13, 2022. The park will be used from 8:00 a.m. - 9:00 p.m. for vendor setup, the event itself, and breakdown. The applicant requests that the fees for use of the Sullivan Park Amenities be waived.

The potential estimated loss in revenue from the requested waiver of fees for the Sullivan Park Amenities for two days totals \$2,246.00.

Pavilion

Date: 6/11/2022 & 8/13/2022

Time: 8:00 a.m. -9:00 p.m. (2 days)

Rate:\$463.00/day

Total:\$926.00

Boat Slips

6/11/2022 & 8/13/2022

Time: 8:00am -8:00pm (24hours total)

Rate: \$5.00/hr.# of spaces:11

Total: \$1,320.00

The Applicant is seeking authorization to sell alcoholic beverages at the event site. Also, the applicant requests in-kind fees for City staff to close the park to the public, set up the event, maintain the event grounds during the event, and break down equipment at the conclusion of the event.

The estimated cost for staff is approximately \$820.00 per day.

The estimated staffing cost for both days with the application fees is \$1,640.00

The applicant will be paying for the required Broward Sheriff's Office Law Enforcement and Fire Rescue.

Recommendation

Staff recommends approval of the Events, including the fee waiver for use of the Sullivan Park Amenities. Staff recommends the Applicant be responsible for paying for all City staff costs.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY BLUEWATER MOVEMENT, INC. FOR THE SALTWATER SLAM & SHOWDOWN AT SULLIVAN PARK, 1633 RIVERVIEW ROAD FROM 4:00 PM TO 8:00 PM ON JUNE 11, 2022 AND AUGUST 13, 2022; APPROVING A WAIVER OF FACILITY USE FEES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Saltwater Slam & Showdown are local fishing tournaments that have been taking place in Pompano Beach for over 20 years; and

WHEREAS, the Bluewater Movement, Inc. (the “Applicant”) intends to hold their Saltwater Slam & Showdown event from 4:00 p.m. to 8:00 p.m. on June 11, 2022 and August 13, 2022 (collectively, the “Event”) in the City of Deerfield Beach (the “City”); and

WHEREAS, according to the Special Event Permit Application submitted by the Applicant (the “Application”), the Event will consist of weigh-ins for the Saltwater Slam & Showdown fishing tournaments, and will include activities for kids, contests to guess the weight of the fish, and food, drinks, and music; and

WHEREAS, the Applicant is requesting a waiver of park amenities fees, including fees for the Sullivan Park boat slips from 8:00 a.m. to 8:00 p.m. and the fees for rental of the pavilion from 8:00 am to 9:00 pm on both Event days, for a total of \$2,246.00 (collectively, the “Fee Waiver”); and

WHEREAS, the Applicant is requesting staffing resources (“Staff Services”) to be provided in-kind to close the park to the public, set up the Event, maintain the Event grounds during the Event, and break down equipment at the conclusion of the Event for a total amount of \$1,640.00; and

WHEREAS, the Applicant will be selling alcohol at the Event, thereby requiring City Commission approval for the Event in accordance with Section 2-542(a)(16) of the City Code; and

WHEREAS, Staff recommends approval of the Event, including the Fee Waiver, but does not recommend approval of the requested waiver of the Staff Services costs as they were not budgeted; 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 of the City of Deerfield Beach hereby approves the Application for the Event, including the Fee Waiver, subject to compliance with all applicable federal, state, and local laws, including compliance with 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. The Applicant shall be responsible for payment of the costs for the Staff Services.

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 become effective immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



SPECIAL EVENT APPLICATION

Application Information	Organization Name:	Bluewater Movements, Inc.			Today's Date:	03/03/22
	Contact Name:	Jamie Bunn		Email Address:	jbunn@bluewatermovements.com	
	Contact Phone (Home):	954-725-4010		Contact Phone (Cell):	954-650-5982	
	Address:	120 SE 2nd Street			Fax:	
	City:	Deerfield Beach	State:	FL	Zip Code:	33441
	Is this Organization ☐ For Profit ☐ Nonprofit*					
	*If Nonprofit, please include a copy of the IRS 501(c) tax exemption letter.					
Event Information	Name of Event:	Saltwater Slam			Event Date:	6/11/22
	Event Address:	Sullivan Park - 1633 Riverview Road			City:	Deerfield Beach
	State:	FL	Zip Code:	33441	Event Category:	Athletic/Recreation
	Purpose of Event:	The Saltwater Slam is a local fishing tournament that has been running for over 25 years. They are well attended by local residents as well as visiting teams. The tournament is also a philanthropic fundraiser for Mission Fishin, a 501c3 organization.				
	Description of Event:	The Saltwater Slam weigh-in has been hosted at Sullivan Park for the past two years. Family, friends and spectators attend to see the boats roll in and big fish hit the scales. The events include activities for kids, contests to guess the weight of fish and win prizes. Food, drinks and music create a festive atmosphere for anglers and spectators.				
		Date	Day	Start Time	End Time	Anticipated Attendance
	Setup	6/11/22	Saturday	8am	4pm	30
	Event Day 1	6/11/22	Saturday	4pm	8pm	200
	Event Day 2					
	Event Day 3					
	Break Down	6/11/22	Saturday	8pm	9pm	30
	# of years event has been in existence?	27	Past Attendance:	200		
Previous Location(s):	Hillsboro Inlet Park, Sands Harbor Resort					
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. Sullivan Park													
	Will your event require the use of the beach? ☐ Yes ☒ No													
	Not if yes, please make sure to follow the Special Events Permit Conditions for Marine Turtle Guidelines. Will your event need additional sanitation supplies? ☐ Yes ☒ No													
	Will you require the use of additional City staff/equipment? ☒ Yes ☐ No													
	Will you require parking spaces in Main Beach Parking Lot? ☐ Yes ☒ No													
	If yes, how many spaces are you requesting?													
	Will you require parking spaces along Ocean Way? ☐ Yes ☒ No													
	If yes, how many spaces are you requesting?													
	Will you require parking spaces at the Pier Parking Lot? ☐ Yes ☒ No													
	If yes, how many space are you requesting?													
Will your event require use of the City Showmobile? ☐ Yes ☒ No														
*A Showmobile Application must be filled out & submitted if using the City Showmobile.														
Are you requesting any of the above fees to be waived by the city? ☒ Yes ☐ No														
If yes, what fees are you requesting waived?														
All waiver of fee requests below must be approved by the City Commission.														
Vendor Information	Will your event be serving food? ☒ Yes ☐ No													
	Number of Food Vendors: 1													
	Where will the food be prepared? Off Site	Method used for cooking: Gas & Electric												
	Vendor list provided to the City? ☒ Yes ☐ No													
	Food vendors have all permits/licenses required? ☒ Yes ☐ No													
Additional BSO/Building Requirements	Number of other vendors: Approx 3 to 4	Vendor list provided to the City? ☒ Yes ☐ No												
	Will there be alcohol at this event? (Must be approved by City Commission) ☒ Yes ☐ No													
	If yes, has liquor license been issued? ☒ Yes ☐ No													
	If you answer yes to any of the below questions, a permit may be required													
	Will you be using any tents for your event? ☐ Yes ☐ No													
	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="padding: 5px;">Tent Size</th> <th style="padding: 5px;"># of Tents</th> <th style="padding: 5px;">Tent Location</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">10 x 10</td> <td style="padding: 5px;">Approx 5 to 6</td> <td style="padding: 5px;">Throughout park</td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </tbody> </table>		Tent Size	# of Tents	Tent Location	10 x 10	Approx 5 to 6	Throughout park						
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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: Standard 110 on property														
Will a generator be used? ☐ Yes ☒ No														
Size of Generator:														
***A generator over 5KW/5000 Watts will require an additional permit.														
Will gas equipment be used? ☐ Yes ☒ No														
Type of fuel source:														

Additional BSO/Building Requirements (Continued from page 2)	Will cooking equipment be used? ☐ Yes ☒ No										
	Type of cooking equipment (check all that apply): ☐ Charcoal Grills ☐ Food Trucks ☐ Fryers ☐ Propane Grills ☐ Warmers/Sternos										
	Will the event include amusement rides, inflatables or children's games? ☐ Yes ☒ No										
	Type of amusement ride: 										
	Will the event include the use of fireworks or other pyrotechnics? (describe below) ☐ Yes ☒ No										
	Are you requesting any roads to be closed? (Please Note: If yes, please complete the City of Deerfield Beach Temporary Road Closure Request.) ☐ Yes ☒ No ***If closing FDOT roads, approval of the City Commission is required.										
	Will you be using a licensed professional security company to provide security services for your event? ☒ Yes ☐ No										
	Company Name: Broward Sheriff's Office		Contact Person: n/a								
	Contact Number: 954-831-8199		Will safety equipment be used? ☐ Yes ☒ No								
	Promotion Materials										
Is your event listed on the web? ☒ Yes ☐ No		Provide URL address: bluewatermovements.com									
How do you plan on marketing your event? (select all that apply) ☒ Outdoor Banners ☐ Radio Ads ☒ Mailings ☐ Newspaper Ads ☒ Outdoor Signs ☐ TV Ads ☒ Flyers ☒ Other											
Promotional Signs/Banners: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 50%;">Location:</th> <th style="width: 20%;">Size:</th> <th style="width: 30%;">Description:</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Fishing Tackle Stores</td> <td style="text-align: center;">Posters</td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </tbody> </table>			Location:	Size:	Description:	Fishing Tackle Stores	Posters				
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Location:	Size:	Description:									
n/a											
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: A DJ will be in attendance for emcee, promotional and entertainment purposes.											
Miscellaneous	Are you charging a fee for the event? ☐ Yes ☒ No										
	How are the proceeds being used? Event proceeds support Missin' Fishin										
	Name of benefiting organization: Mission Fishin										
	Contact Person: Tony Davis	Contact Phone Number: 954-778-6684									



HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Bluewater Movements, Inc. (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 3 day of March, of 22

	James R Bunn II	Owner
Applicant Signature	Print Name	Title

Witnesses

	Julie Potter	03/03/2022
Signature	Print Name	Date

Please submit completed application to the Community Events and Outreach Division located at the City of Deerfield Beach, 401A SW 4th St., Deerfield Beach, FL 33441 or fax to 954-480-4393.



SPECIAL EVENT APPLICATION

Application Information	Organization Name:	Bluewater Movements, Inc.			Today's Date:	03/03/22	
	Contact Name:	Jamie Bunn			Email Address:	jbunn@bluewatermovements.com	
	Contact Phone (Home):	954-725-4010		Contact Phone (Cell):	954-650-5982		
	Address:	120 SE 2nd Street			Fax:		
	City:	Deerfield Beach		State:	FL	Zip Code:	33441
	Is this Organization ☐ For Profit ☐ Nonprofit*						
	*If Nonprofit, please include a copy of the IRS 501(c) tax exemption letter.						
Event Information	Name of Event:	Saltwater Slam			Event Date:	8/13/22	
	Event Address:	Sullivan Park - 1633 Riverview Road			City:	Deerfield Beach	
	State:	FL	Zip Code:	33441	Event Category:	Athletic/Recreation	
	Purpose of Event:	The Saltwater Showdown is a local fishing tournament that has been running for over 25 years. They are well attended by local residents as well as visiting teams. The tournament is also a philanthropic fundraiser for Mission Fishin, a 501c3 organization.					
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		Date	Day	Start Time	End Time	Anticipated Attendance	
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	Event Day 1	8/13/22	Saturday	4pm	8pm	200	
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	Event Day 3						
	Break Down	8/13/22	Saturday	8pm	9pm	30	
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	Will the event include amusement rides, inflatables or children's games? ☐ Yes ☒ No										
	Type of amusement ride: 										
	Will the event include the use of fireworks or other pyrotechnics? (describe below) ☐ Yes ☒ No										
	Are you requesting any roads to be closed? (Please Note: If yes, please complete the City of Deerfield Beach Temporary Road Closure Request.) ☐ Yes ☒ No ***If closing FDOT roads, approval of the City Commission is required.										
	Will you be using a licensed professional security company to provide security services for your event? ☒ Yes ☐ No										
	Company Name: Broward Sheriff's Office		Contact Person: n/a								
	Contact Number: 954-831-8199		Will safety equipment be used? ☐ Yes ☒ No								
	Promotion Materials										
Is your event listed on the web? ☒ Yes ☐ No		Provide URL address: bluewatermovements.com									
How do you plan on marketing your event? (select all that apply) ☒ Outdoor Banners ☐ Radio Ads ☒ Mailings ☐ Newspaper Ads ☒ Outdoor Signs ☐ TV Ads ☒ Flyers ☒ Other											
Promotional Signs/Banners: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 50%;">Location:</th> <th style="width: 20%;">Size:</th> <th style="width: 30%;">Description:</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Fishing Tackle Stores</td> <td style="text-align: center;">Posters</td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </tbody> </table>			Location:	Size:	Description:	Fishing Tackle Stores	Posters				
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Directional Signs: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 50%;">Location:</th> <th style="width: 20%;">Size:</th> <th style="width: 30%;">Description:</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">n/a</td> <td></td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </tbody> </table>			Location:	Size:	Description:	n/a					
Location:	Size:	Description:									
n/a											
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: A DJ will be in attendance for emcee, promotional and entertainment purposes.											
Miscellaneous	Are you charging a fee for the event? ☐ Yes ☒ No										
	How are the proceeds being used? Event proceeds support Missin' Fishin										
	Name of benefiting organization: Mission Fishin										
	Contact Person: Tony Davis	Contact Phone Number: 954-778-6684									



HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Bluewater Movements, Inc. (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 3 day of March, of 22

	James R Bunn II	Owner
Applicant Signature	Print Name	Title

Witnesses

	Julie Potter	03/03/2022
Signature	Print Name	Date

Please submit completed application to the Community Events and Outreach Division located at the City of Deerfield Beach, 401A SW 4th St., Deerfield Beach, FL 33441 or fax to 954-480-4393.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1184

Agenda Date: 4/19/2022

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 Lighthouse Capital Partners, Inc. d/b/a Dixie Divers for the Annual Dixie Divers Pier Cleanup Special Event taking place at 200 NE 21st Avenue on June 18, 2022 from 8:00 am to 11:00 am, and a night dive special event taking place on June 17, 2022 from 6:30 pm to 9:00 pm; approving a waiver of fees; providing for an effective date. (Fiscal Impact: \$2,097.00 - Parking)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$2,097.00

Account Name: Admin Overtime

Account Number: 001-7005-579-10-02

Background/History

Lighthouse Capital Partners, Inc. d/b/a Dixie Divers (the "Applicant") is requesting to bring back the Annual DX Divers Deerfield Beach Underwater Pier Cleanup for two days in June. The cleanup serves as a way to promote safe diving and environmental consciousness through preservation.

Current Activity

Parks and Recreation staff received a special event application from the Applicant to host their annual Underwater Pier Cleanup at 200 NE 21st Avenue, on Saturday, June 18, 2022 from 8:00 a.m. to 11:00 a.m., and a night Dive Special Event taking place on June 17, 2022, from 6:30 p.m. to 9:00 p.m. The Application is expecting 300+ attendees.

As part of the application, the Applicant is requesting that the City waive parking fees in the Main Beach Parking Lot, along Ocean Way, and in the Pier Parking Lot on Saturday, June 18, 2022 for 85 parking spaces, for a total of \$1,530.00 (collectively, the "Parking Fees"). The International Fishing Pier will also need to be closed for the event.

The potential estimated loss in revenue for the event totals \$2,097.00.

-Pier Closure

Date: 6/18/2022

Time: 6:00am-12:00pm

Total: \$567

-Main Beach Parking Lot (75 Spaces)

Date:6/18/2022

Time:6:00am-12:00pm

Rate:\$3/hr

Total: \$1,350

-Ocean Way (5 Spaces)

Date:6/18/2022

Time:6:00am-12:00pm

Rate:\$3/hr

Total: \$90

-Pier Parking Lot (5 Spaces)

Date:6/18/2022

Time:6:00am-12:00pm

Rate:\$3/hr

Total: \$90

Recommendation

Staff recommends approval of the event, including the waiver of the Parking Fees.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY LIGHTHOUSE CAPITAL PARTNERS, INC. D/B/A DIXIE DIVERS FOR THE ANNUAL DIXIE DIVERS PIER CLEANUP SPECIAL EVENT TAKING PLACE AT 200 NE 21ST AVENUE ON JUNE 18, 2022 FROM 8:00 AM TO 11:00 AM, AND A NIGHT DIVE SPECIAL EVENT TAKING PLACE ON JUNE 17, 2022 FROM 6:30 PM TO 9:00 PM; APPROVING A WAIVER OF FEES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Lighthouse Capital Partners, Inc. d/b/a Dixie Divers (the “Applicant”) intends to hold a Pier Clean Up event on June 18, 2022 from 8:00 a.m. to 11:00 a.m. and a Night Dive event on June 17, 2022 from 6:30 p.m. to 9:00 p.m. at 200 NE 21st Avenue (the “Events”) in the City of Deerfield Beach (the “City”); and

WHEREAS, according to the Special Event Permit Application submitted by the Applicant (the “Application”), the Events will consist of volunteers participating in a pier cleanup, including volunteers diving to cleanup under the pier; and

WHEREAS, the Applicant is requesting a waiver of fees for a total of 85 parking spaces located in the Main Beach Parking Lot, the Pier Parking Lot, and along Ocean Way on June 18, 2022, for a total amount of \$1,530 (collectively, the “Parking Fees”); and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application, including waiver of the Parking Fees, subject to 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 of the City of Deerfield Beach hereby approves the Application for the Events, including the waiver of the Parking Fees, subject to compliance with all applicable federal, state, and local laws, including compliance with 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 Events.

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 its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



SPECIAL EVENT APPLICATION

Application Information

Organization Name:	Dixie Divers, LLC			Today's Date:	2/8/2022
Contact Name:	Michelle C. Day		Email Address:	MDayOperations@gmail.com	
Contact Phone (Home):	954 420-0009		Contact Phone (Cell):	954 540-2999	
Address:	455 South Federal Highway			Fax:	
City:	Deerfield Beach	State:	Florida	Zip Code:	33441
Is this Organization ☒ For Profit ☐ Nonprofit* *If Nonprofit, please include a copy of the IRS 501(c) tax exemption letter.					

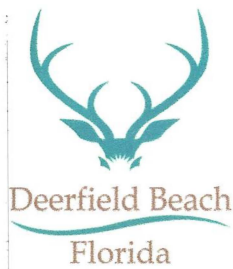
Event Information

Name of Event:	Annual DX Divers Deerfield Beach Underwater Pier Cleanup			Event Date:	17 June/18 June 2022
Event Address:	Deerfield Beach International Pier, 200 NE 21 st Ave.			City:	Deerfield Beach
State:	Florida	Zip Code:	33441	Event Category:	N/A
Purpose of Event:	Promote safe diving and environmental consciousness through preservation. Getting the community involved in a cleanup action, by removing old lead and Mono-filament under the pier left by fishermen. Promoting a fun and healthy activity involving different aged participation in a single community action.				
Description of Event:	Tour Friday night 17 June, as night dive. Saturday 8:00 AM – 11:00 AM diving under the pier for the cleanup with volunteers diving, snorkeling and also helping on top of the pier, cleaning and collecting buckets of trash, The Guinness World record is the attempt to have the most participants in an underwater clean up in 24 hours (single venue)				
	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	17 June 22	Friday	6:30 PM	9:00 PM	25+
Event Day 1	18 June 22	Saturday	5:00 AM	3:00 PM	300+
Event Day 2					
Event Day 3					
Break Down					
# of years event has been in existence?	15	Past Attendance:	756		
Previous Location(s):	Deerfield Beach International Pier				
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. N/A		
	Will your event require the use of the beach?		☒ Yes ☐
	Nolf 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? 75		
	Will you require parking spaces along Ocean Way?		☒ Yes ☐ No
	If yes, how many spaces are you requesting? 5		
	Will you require parking spaces at the Pier Parking Lot?		☒ Yes ☐ No
	If yes, how many space are you requesting? 5		
	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?		
Parking Fees			
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: N/A
	Where will the food be prepared? 	Method used for cooking: 	
	Vendor list provided to the City?		☐ Yes ☐ No
Additional BSO/Building Requirements	Food vendors have all permits/licenses required?		☐ Yes ☐ No
	Number of other vendors: 	Vendor list provided to the City?	
			☐ Yes ☐ No
	Will there be alcohol at this event? (Must be approved by City Commission)		☐ Yes ☐ No
	If yes, has liquor license been issued?		☐ Yes ☐ No
	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	6	On beach near pier
	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		Generator	
Will a generator be used? ☒ Yes ☐ No		Size of Generator: Under 5 KW (5,000 Watts)	
***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													
Promotion Materials	Company Name:		Contact Person:											
	Contact Number:	Will safety equipment be used? ☐ Yes ☐ No												
	Is your event listed on the web? ☒ Yes ☐ No URL: dxdivers.com/pages/annual-dxdivers-deerfield-beach-underwater-pier-clean-up													
	How do you plan on marketing your event? (select all that apply) ☒ Outdoor Banners ☐ Radio Ads ☐ Mailings ☒ Newspaper Ads ☒ Outdoor Signs ☐ TV Ads ☒ Flyers ☒ Other													
	Promotional Signs/Banners: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Location:</th> <th style="width: 15%;">Size:</th> <th style="width: 35%;">Description:</th> </tr> </thead> <tbody> <tr> <td>One will be on Deerfield Pier on the day of event</td> <td></td> <td></td> </tr> <tr> <td>Others will be at Dixie Diver's Shop</td> <td></td> <td></td> </tr> </tbody> </table>			Location:	Size:	Description:	One will be on Deerfield Pier on the day of event			Others will be at Dixie Diver's Shop				
Location:	Size:	Description:												
One will be on Deerfield Pier on the day of event														
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Directional Signs: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Location:</th> <th style="width: 15%;">Size:</th> <th style="width: 35%;">Description:</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			Location:	Size:	Description:									
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: 														
Miscellaneous	Are you charging a fee for the event? ☒ Yes ☐ No													
	How are the proceeds being used? \$10.00 fee used for participant event t-shirts													
	Name of benefiting organization:													
	Contact Person:	Michelle C. Day	Contact Phone Number: 954 540-2999											



HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Dixie Diver LLC (insert official name of vendor), hereinafter referred to as 'Vendor', agrees through the signing of this document by an authorized party, intending to be legally bound for themselves and their heirs, executors and administrators, covenants and agrees to Indemnify and Hold Harmless and defend the City of Deerfield Beach, the elected and appointed officials of the City of Deerfield Beach, the City Manager, department heads, division heads, supervisors and employees of the foregoing, and their heirs, representatives, successors, executors, administrators and assigns from and against any and all suits and actions including attorneys fees and all costs of litigation and judgments, claims for damages or injuries, including death, to persons or property of whatever kind or character, whether real, personal or mixed, asserted or occurring from every name and description arising out of or incidental to the Vendor's activity at the City of Deerfield Beach, Florida, (describe activity) whether or not due to or caused by the negligence of the City of Deerfield Beach, excluding only the sole negligence of the City of Deerfield Beach. This provision shall also pertain to any claims against the City of Deerfield Beach by any employee of Vendor or anyone directly or indirectly employed by Vendor.

This _____ day of March, of 2022

Michelle C Day
Applicant Signature

Michelle C. Day
Print Name

CEO
Title

Witnesses

WA Russell
Signature

William A. Russell
Print Name

3/25/22
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. 2022-1204

Agenda Date: 4/19/2022

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, ratifying the approval of the Special Event Permit Application submitted by the Deerfield Beach Christian Ministerial Association for their Annual Easter Sunrise Service at Deerfield Beach, 149 SE 21st Avenue from 6:30 a.m. to 7:30 a.m. on April 17, 2022; providing for an effective date. (Fiscal Impact: \$345 - Parking, Beach Equipment & Stage)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$345

Current Activity

Community Events received a Special Event Application from Deerfield Beach Christian Ministerial Association for the annual Easter Sunrise Service on Sunday, April 17th, from 6:30 a.m. - 7:30 a.m. requiring commission approval for fee waivers. This event has taken place for over 30 years but was canceled for the past two years due to COVID-19. Pastor Bowles has requested the stage risers (20x20), 15 chairs, and 25 - 30 spaces in the Main Beach Parking Lot.

Location: Main Beach Parking Lot

Date: 4/17/2022

Time: 6:00 am-8:00 am

Rate: \$3hr

of Spaces: 30

Total: \$180

Chairs

Date: 4/17/2022

Time: 6:00 am-8:00 am

Rate: \$1

of Chairs: 15

Total:\$15

Stage

Date: 4/17/2022

Time: 6:00 am-8:00 am

Cost: Flat rate of \$150

Total:\$150

Unfortunately, the special event application was submitted past the deadline for April 5th and the next meeting is scheduled for April 19th. Therefore, the event application has been approved administratively and will be presented to the City Commission on April 19th for ratification.

Additional backup material will be provided prior to City Commission Meeting.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RATIFYING THE APPROVAL OF THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY THE DEERFIELD BEACH CHRISTIAN MINISTERIAL ASSOCIATION FOR THEIR ANNUAL EASTER SUNRISE SERVICE AT DEERFIELD BEACH, 149 SE 21ST AVENUE FROM 6:30 AM TO 7:30 AM ON APRIL 17, 2022; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Deerfield Beach Christian Ministerial Association (the “Applicant”) intends to hold their annual Easter Sunrise Service event from 6:30 a.m. to 7:30 a.m. on April 17, 2022 (the “Event”) in the City of Deerfield Beach (the “City”); and

WHEREAS, according to the Special Event Permit Application submitted by the Applicant (the “Application”), the Event will consist of a sunrise service on the beach for Easter to celebrate Easter and the resurrection of Christ; and

WHEREAS, the Applicant is requesting a waiver of parking fees and chairs and stage rental fees for a total of \$345 in fee waivers (collectively, the “Fee Waiver”); and

WHEREAS, staff recommends approval of the Event, including the Fee Waiver; and

WHEREAS, the City Commission finds that it is in the best interest of the City to ratify approval of the Application for the Event, including the Fee Waiver.

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

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

Section 2. The City Commission of the City of Deerfield Beach hereby ratifies the approval of the Application for the Event, including the Fee Waiver.

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 become effective immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



SPECIAL EVENT APPLICATION

Stage (20x20); 15 chairs; 25-30 parking space
main beach parking

Application Information

Organization Name:	Deerfield Bch Christian Min. Assoc	Today's Date:	3-14-22
Contact Name:	Pastor George Bowles	Email Address:	gmbowles@yahoo.com
Contact Phone (Home):	954-573-7424	Contact Phone (Cell):	954-658-7547
Address:	PO Box 405	Fax:	N/A
City:	Deerfield Beach	State:	FL
		Zip Code:	33443
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:	Sunrise Service	Event Date:	4-17-22
Event Address:	ON DEERFIELD BEACH (NORTH)	City:	Deerfield Beach
State:	FL	Zip Code:	33441
		Event Category:	Religious

Purpose of Event:	PRESENTATION of Sunrise Service on the Beach for Easter. To celebrate Easter and the Resurrection of Christ.
-------------------	--

Description of Event:	Worship in Singing and Preaching of the Gospel Regarding the Resurrection of Christ
-----------------------	---

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup					
Event Day 1	4-17-22	SUNDAY	6:30	7:30	200+
Event Day 2					
Event Day 3					
Break Down					

# of years event has been in existence?	30+	Past Attendance:	200 - 300
---	-----	------------------	-----------

Previous Location(s):	
-----------------------	--

Property Owner's Permission

I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above. City property exempt (no signature necessary).

Signature of Property Owner:		Date:		Phone:	
------------------------------	--	-------	--	--------	--

Printed name of Property Owner:	
---------------------------------	--

Event Information
(Continued from page 1)

Will you require the use of a City park? If yes, please select park.

Will your event require the use of the beach? ☒ Yes ☐ No
 If yes, please make sure to follow the Special Events Permit Conditions for Marine Turtle Guidelines. Will your event need additional sanitation supplies? ☒ Yes ☐ No
 Will you require the use of additional City staff/equipment? ☒ Yes ☐ No

Will you require parking spaces in Main Beach Parking Lot? ☒ Yes ☐ No
 If yes, how many spaces are you requesting?

Will you require parking spaces along Ocean Way? ☐ Yes ☐ No
 If yes, how many spaces are you requesting?

Will you require parking spaces at the Pier Parking Lot? ☐ Yes ☐ No
 If yes, how many space are you requesting?

Will your event require use of the City Showmobile?* ☐ Yes ☒ No
 *A Showmobile Application must be filled out & submitted if using the City Showmobile.

Are you requesting any of the above fees to be waived by the city? ☒ Yes ☐ No
 If yes, what fees are you requesting waived?

All waiver of fee requests below must be approved by the City Commission.

Vendor Information

Will your event be serving food? ☐ Yes ☒ No Number of Food Vendors:

Where will the food be prepared? Method used for cooking:

Vendor list provided to the City? ☐ Yes ☐ No
 Food vendors have all permits/licenses required? ☐ Yes ☐ No

Number of other vendors: Vendor list provided to the City? ☐ Yes ☐ No

Additional BSO/Building Requirements

Will there be alcohol at this event? (Must be approved by City Commission) ☐ Yes ☒ No
 If yes, has liquor license been issued? ☐ Yes ☐ No

If you answer yes to any of the below questions, a permit may be required

Will you be using any tents for your event? ☐ Yes ☒ No

Tent Size	# of Tents	Tent Location

Please note: If using tents on City property, the tents must be weighted. Stakes are prohibited

Will you be using a stage for your event? ☒ Yes ☐ No
 Will your event require electricity? ☒ Yes ☐ No

Type of electrical power to be used:

Will a generator be used? ☒ Yes ☐ No Size of Generator:
 ***A generator over 5KW/5000 Watts will require an additional permit.

Will gas equipment be used? ☐ Yes ☒ No

Type of fuel source:

Additional
BSO/Building
Requirements
(Continued from
page 2)

Will cooking equipment be used?	☐ Yes ☒ No
Type of cooking equipment (check all that apply): ☐ Charcoal Grills ☐ Food Trucks ☐ Fryers ☐ Propane Grills ☐ Warmers/Sternos	
Will the event include amusement rides, inflatables or children's games?	☐ Yes ☒ No
Type of amusement ride:	
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.) ***If closing FDOT roads, approval of the City Commission is required.	
Will you be using a licensed professional security company to provide security services for your event? ☐ Yes ☒ No	
Company Name:	
Contact Person:	
Contact Number:	
Will safety equipment be used?	☐ Yes ☐ No

Promotion
Materials

Is your event listed on the web? ☐ Yes ☒ No	Provide URL address:	
How do you plan on marketing your event? (select all that apply)		
☐ Outdoor Banners	☐ Radio Ads	
☐ Outdoor Signs	☐ TV Ads	
☐ Mailings	☒ Flyers	
☐ Newspaper Ads	☒ 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:	
<i>Musical Ensemble Worship Singing</i>	

Miscellaneous

Are you charging a fee for the event?	☐ Yes ☒ No
How are the proceeds being used?	
Name of benefiting organization:	
Contact Person:	
Contact Phone Number:	



HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Deerfield Bch Christian Min. Assoc

(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 14 day of March, of 22

George M. Bowles
Applicant Signature

George M. Bowles Pastor / Chairman
Print Name Title

Witnesses

Signature

Print Name

Date

Please submit completed application to the Community Events and Outreach Division located at the City of Deerfield Beach, 401A SW 4th St., Deerfield Beach, FL 33441 or fax to 954-480-4393.

Stage Setup

Seating area

S. OCEAN WAY

Metered parking
Lot

FIRE
STATION

SE 1ST ST

SE 2ND Street



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1178

Agenda Date: 4/19/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Reciprocal Use Agreement between the School Board of Broward County and the City of Deerfield Beach for the reciprocal use of facilities for a five year term; authorizing execution of the Agreement; 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

This partnership between the City and the School Board of Broward County ("SBBC") allows both entities the ability to share resources to support our goals and objectives. This agreement provides the framework and communication infrastructure between City officials, City staff, and their counterparts with SBBC. The City currently provides outdoor recreation and athletic programs at several facilities controlled by the SBBC that are suitable for City programs. Likewise, the City owns and maintains facilities that are suitable for SBBC to use for its educational and training programs.

Current Activity

The City and SBBC currently utilize each other's facilities for recreation and athletic year-round programming pursuant to a reciprocal use agreement that expires on May 11, 2022. The City and SBBC desire to enter into a new reciprocal use agreement for a term of five years.

Recommendation

Staff recommends approval of the Reciprocal Use Agreement.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A RECIPROCAL USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY AND THE CITY OF DEERFIELD BEACH FOR THE RECIPROCAL USE OF FACILITIES FOR A FIVE YEAR TERM; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach owns and operates a number of parks and facilities located in the City that are suitable for use by the School Board of Broward County (“SBBC”) for its educational and training programs; and

WHEREAS, SBBC owns, operates, and maintains various schools and facilities throughout the county, including elementary, middle, high, and technical schools sites and training facilities located in and around the City of Deerfield Beach that may be suitable for use by residents of the City and the City may desire to place its programs, special functions, or training programs at these sites; and

WHEREAS, the City and SBBC staff have determined that entering into numerous agreements for the use of each other’s facilities on a case-by-case basis will result in the expense of additional administrative time and resources; and

WHEREAS, the City and SBBC are currently engaged in a reciprocal use agreement providing for the use of each other’s facilities with a term of five years, which commenced on May 12, 2017 and expires on May 11, 2022; and

WHEREAS, the City and SBBC desire to enter into a new reciprocal use agreement, attached as Exhibit “A,” for a term of five years for reciprocal use of City and SBBC owned facilities (the “Reciprocal Use Agreement”); and

WHEREAS, the City Commission believes that it is in the best interest of the City to approve the Reciprocal Use Agreement with SBBC, attached as Exhibit “A.”

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

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

Section 2. The City Commission hereby approves the Reciprocal Use Agreement with SBBC, attached as Exhibit “A,” for a term of five years.

Section 3. The City Manager is hereby authorized to execute the Reciprocal Use Agreement with SBBC, attached as Exhibit “A,” together with such terms 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.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

EXHIBIT A

RECIPROCAL USE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____
2022, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as “SBBC”),
a political subdivision of the State of Florida
having its principal place of business at
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THE CITY OF DEERFIELD BEACH, FLORIDA

(hereinafter referred to as “City”)
a municipal corporation of the State of Florida
whose address is
150 NE 2nd Avenue, Deerfield Beach, Florida 33441

WHEREAS, partnerships instill a sense of civic pride and responsibility in students that will last far beyond their educational experience; and

WHEREAS, cities and schools may share resources to support each other’s goals and objectives; and

WHEREAS, this collaboration provides the opportunity to develop a seamless, communication infrastructure between City officials, City staff and their counterparts in the School District; and

WHEREAS, City, as part of its recreation program wishes to provide additional outdoor playground recreation facilities for its citizens; and

WHEREAS, SBBC, as the controlling body of the district schools of Broward County, Florida owns, operates and maintains various facilities throughout the county, including elementary, middle and high schools, vocational sites, training facilities and equipment in the City of Deerfield Beach suitable for use by City in its municipal programs; and

WHEREAS, SBBC wishes to provide additional facilities for its programming; and

WHEREAS, City owns, operates and maintains numerous facilities suitable for use by SBBC for its educational, and training programs; and

WHEREAS, City and District staff have determined that entering into numerous agreements for the use of each other’s facilities on a case-by-case basis will result in the expense of additional administrative time and resources; and

WHEREAS, City and SBBC (collectively, the “Parties”) are currently engaged in a reciprocal use agreement providing for the use of each other’s facilities with a term of five (5) years which commenced on May 12, 2017 and which expires on May 11, 2022; and

WHEREAS, the City of SBBC desire to enter into a new Reciprocal Use Agreement with a term of five (5) years and which commences immediately upon the natural expiration of the currently active reciprocal use agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Reciprocal Use Agreement (“Agreement”), the term of this Agreement shall be for a period of five (5) years commencing on May 12, 2022 and expiring on May 11, 2027.

2.02 City Licensed Facilities.

2.02.1 **Authorized Use of City Licensed Facilities by SBBC.** City owns and operates a number of parks and facilities located in the City of Deerfield Beach, Florida, which are suitable for use by SBBC for its educational and training programs. The City agrees to allow SBBC use of City parks and facilities and any improvements thereon (hereinafter referred to as “City Licensed Facilities”) including, but not limited to those described in **Exhibit “A”**, on such days and at such times as are mutually agreed upon by the Director, Parks and Recreation or designee and the Superintendent of Schools (“Superintendent”) or designee (e.g. school principal).

2.02.2 **Procedure to Request Use of City Licensed Facilities.** The following procedure shall be followed whenever SBBC desires to use any City Licensed Facilities:

2.02.2.1 SBBC shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit “C”**, to the Director, Parks and Recreation or designee for use of City Licensed Facilities a minimum of thirty (30) calendar days in advance of usage. The Notice of Facility Use form must specify the dates, times and facilities desired, to be used by SBBC and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the Director, Parks and Recreation or designee without a formal amendment of this Agreement.

2.02.2.2 The Director, Parks and Recreation or designee shall determine if the requested use conflicts or interferes with any other usage of the City Licensed Facility within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available,

the request will be approved and returned to SBBC. If there is a conflict and the request is not approved, SBBC may appeal the denial to the City Manager. The City Manager will determine whether to uphold the denial within seven (7) calendar days of filing of the appeal, and the decision of the City Manager upon such appeal shall be final. If the City does not respond to the SBBC's request within the eight (8) day period, the request is deemed approved.

2.02.2.3 Said City Licensed Facilities are to be used by SBBC solely for educational and training purposes which are an integral part of the Public Education Program of SBBC and for no other purpose whatsoever without the prior written consent of the City.

2.02.2.4 The use of said City Licensed Facilities by SBBC shall, at all times, be in compliance with the laws of the State of Florida, local laws and City's Code of Ordinances. SBBC shall require its instructors, agents, students and invitees to follow all rules and regulations promulgated by City. SBBC shall not be required to obtain a special event permit for the use of approved City Licensed Facilities.

2.02.3 Maintenance of City Licensed Facilities. City shall provide and maintain the parking lot, parking lot lighting, and ingress and egress at all City Licensed Facilities. The City shall have the continuing duty to maintain City Licensed Facilities and equipment in a safe condition and to ensure that any unsafe condition or defect in or upon City Licensed Facilities is remedied and/or repaired within a reasonable time of actual or constructive notice of such condition. If in the course of its maintenance and operation, the City becomes aware of any dangerous or unsafe condition in or upon City Licensed Facilities or equipment, City shall immediately correct the dangerous condition or prevent the use of City Licensed Facilities or equipment by other persons so as not to endanger the life or safety of persons at the Licensed Facilities or equipment. If in the course of SBBC's use and occupancy of City Licensed Facilities or equipment, SBBC becomes aware of any dangerous condition in or upon City Licensed Facilities or equipment, SBBC shall, immediately, notify the City Manager or Director, Parks and Recreation or designee of such dangerous or unsafe condition and cease SBBC'S use of City Licensed Facilities or equipment which is unsafe until such time as City corrects or remedies the condition. The City shall have final determination as to what is deemed "unsafe". If SBBC does not notify the City of such dangerous conditions, and City is not otherwise aware nor should it have been aware of same, City shall not be liable to SBBC, its employees, agents or invitees for loss, personal injury or damage. This paragraph shall not create any rights for any third party to sue the City or SBBC, and there shall be no third party beneficiary.

2.02.4 City Access to City Licensed Facilities. City and its officers, agents and employees engaged in the operation maintenance or repair of the City Licensed Facilities reserve the right, at any time, to enter upon and have free access to any and all parts of the City Licensed Facilities. City shall have the right to observe all operations of SBBC at City Licensed Facilities in regard to ensuring that said facilities are not subjected to risk of loss. City reserves the right to preclude or interrupt any act or use of equipment by SBBC within the reasonable judgment of the City Manager or Director, Parks and Recreation or designee of the affected City Licensed Facilities, if it is necessary in the interest of public safety to protect person or property from exposure to risk of injury, death, damage or loss. City shall have the right to inspect any and all parts of City Licensed Facilities and make or cause to be made necessary repairs thereto, to enforce all necessary and proper rules for the management and operation of the premises and to enforce the license obligations hereunder.

2.02.5 SBBC Property on City Licensed Facilities. City assumes no responsibility whatsoever for any property placed on its premises by SBBC, its agents, employees, representatives, independent contractors or invitees. If the SBBC placing any personal property upon or within the City Licensed Facilities, does so at their own risk.

2.02.6 Restrictions on Items Brought onto City Licensed Facilities. SBBC agrees not to bring onto City Licensed Facilities, any material, substances, equipment or objects that are likely to endanger the life or to cause bodily injury to any person or damage to the City Licensed Facilities or which are likely to constitute a hazard to property thereon. City shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought onto the City Licensed Facilities and the right to require their immediate removal from the property.

2.02.7 Construction of Improvements. SBBC shall not construct any improvements upon any of City Licensed Facilities during the term of this Agreement without prior written consent of City. Any improvement constructed upon City Licensed Facilities without prior written approval of the City shall be removed or relocated by SBBC within ten (10) days of written demand by City. SBBC is authorized to place items of movable personal property onto the City Licensed Facilities for use therein without prior written approval of City. If SBBC fails to remove items of moveable personal property upon termination of this Agreement, City may remove and store said items and SBBC shall reimburse City for the costs of relocating and storing the items.

2.02.8 Vacation of City Licensed Facilities. Upon vacation of City Licensed Facilities after each use and occupancy, SBBC shall leave said facilities in a condition equal to that at the commencement of that day's usage, ordinary use and wear thereof excepted, and shall remove from the premises all items of movable personal property brought onto the City Licensed Facilities by SBBC.

2.03 **SBBC Licensed Facilities.**

2.03.1 Authorized Use of SBBC Licensed Facilities by City. SBBC owns, operates and maintains various schools and facilities and any improvements thereon (hereinafter referred to as "SBBC Licensed Facilities") throughout the county, including elementary, middle, high and technical schools sites and training facilities located in and around the City of Deerfield Beach that may be suitable for use by residents of the City of Deerfield Beach and the City may desire to place its programs, special functions, training programs, such as Deerfield Beach Police and/or Fire Department's implementing security training geared toward preparation for school related incidents and community meetings at these sites. SBBC agrees to allow City use of SBBC schools and facilities in the City of Deerfield Beach, including, but not necessarily limited to those described in **Exhibit "B"**, on such days and at such times as are mutually agreed upon by the Superintendent or designee and the Director, Parks and Recreation or designee.

2.03.2 Procedure to Request Use of SBBC Licensed Facilities. The following procedure shall be followed whenever the City desires to use any SBBC Licensed Facilities:

2.03.2.1 City shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit "C"** to the Superintendent or designee for use of SBBC Licensed Facilities a minimum of thirty (30) calendar days in advance of usage (including training

programs by the Deerfield Beach Police and/or Fire-Rescue Department). The Notice of Facility Use form must specify the dates, times and facilities to be used by the City or its residents and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the Director, Parks and Recreation or designee without a formal amendment of this Agreement.

2.03.2.2 The Superintendent or designee shall determine if the requested use conflicts or interferes with the regular or extracurricular school program, or with any other prescheduled use of SBBC Licensed Facilities by other parties within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to the City. If there is a conflict and the request is not approved, the City may appeal the denial to SBBC's Director, Service Quality or designee. The Director, Service Quality or designee will determine whether to uphold the denial within seven (7) calendar days of filing of the appeal, and the decision of the Director, Service Quality or designee upon such appeal shall be final. If the SBBC does not respond to the City's request within the eight (8) day period, the request is deemed approved.

2.03.2.3 The use of SBBC Licensed Facilities by the City shall, at all times follow the applicable laws of the State of Florida and SBBC policies

2.03.3 Maintenance of SBBC Licensed Facilities. SBBC shall provide and maintain the parking lot, parking lot lighting and ingress and egress at all SBBC Licensed Facilities. SBBC shall have the continuing duty to maintain SBBC Licensed Facilities and equipment in a safe condition and to ensure that any unsafe condition or defect in or upon SBBC Licensed Facilities and equipment is remedied and/or repaired within a reasonable time of actual or constructive notice of such condition. If in the course of its maintenance and operation, SBBC becomes aware of any dangerous or unsafe condition in or upon SBBC Licensed Facilities or equipment, SBBC shall immediately correct the dangerous condition or prevent the use of the facilities or equipment by other persons so as not to endanger the life or safety of persons at the facility. If in the course of City's use and occupancy of SBBC Licensed Facilities or equipment, City becomes aware of any dangerous condition in or upon SBBC Licensed Facilities or equipment, City shall, as soon as reasonably possible, notify the principal of SBBC Licensed Facilities being utilized, of such dangerous or unsafe condition and cease City's use of the facilities or equipment which are unsafe until such time as SBBC corrects or remedies the condition. SBBC shall have final determination as to what is deemed "unsafe". If the City does not notify SBBC of such dangerous conditions, and SBBC is not otherwise aware nor should have been aware of same, SBBC shall not be liable to City, its employees, agents or invitees for loss, personal injury or damage. This paragraph shall not create any rights for any third party to sue the City or SBBC, and there shall be no third party beneficiary.

2.03.4 SBBC Access to SBBC Licensed Facilities. SBBC and its officers, agents and employees engaged in the operation, maintenance or repair of SBBC Licensed Facilities reserve the right, at any time, to enter upon and have free access to any and all parts of SBBC Licensed Facilities. SBBC shall have the right to observe all operations of City at SBBC Licensed Facilities in order to ensure that the facilities are not subjected to risk of loss. SBBC reserves the right to preclude or interrupt any act or use of equipment by City within the reasonable judgment of the Superintendent or designee of SBBC Licensed Facilities, if it is necessary in the interest of public safety to protect person or property from exposure to risk of injury, death, damage or loss. SBBC shall have the right to inspect any and all parts of

SBBC Licensed Facilities and make or cause to be made necessary repairs thereto, to enforce all necessary and proper rules for the management and operation of the premises and to enforce the license obligations hereunder.

2.03.5 City Property on SBBC Licensed Facilities. SBBC assumes no responsibility whatsoever for any property placed on the premises by City, its agents, employees, representatives, independent contractors or invitees. If the City placing any personal property upon or within the SBBC Licensed Facilities, does so at their own risk.

2.03.6 Restrictions on Items Brought onto SBBC Licensed Facilities. City agrees not to bring onto SBBC Licensed Facilities, any material, substances, equipment or objects that are likely to endanger the life or to cause bodily injury to any person or damage to SBBC Licensed Facilities or which are likely to constitute a hazard to property thereon. SBBC shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought onto SBBC Licensed Facilities and the right to require their immediate removal from the property.

2.03.7 Construction of Improvements. City shall not construct any improvements upon any of SBBC Licensed Facilities during the term of this Agreement without the prior written consent of SBBC. Any improvement constructed upon SBBC Licensed Facilities without prior written approval of SBBC shall be removed or relocated by City within ten (10) days of written demand by SBBC. City is authorized to place items of personal property onto the licensed facilities for the use thereon by City without prior written approval of SBBC. If City fails to remove items of personal property upon termination of this Agreement, SBBC may remove and store said items and City shall reimburse SBBC for the costs of relocating and storing the items.

2.03.8 Vacation of SBBC Licensed Facilities. Upon vacation of SBBC Licensed Facilities after each use and occupancy, City shall leave SBBC Licensed Facilities in a condition equal to that at the commencement of that day's usage, ordinary use and wear thereof excepted, and shall remove from the premises all items of movable personal property brought onto the SBBC Licensed Facilities by City.

2.03.9 Use of Fixed Kitchen Equipment at SBBC Licensed Facilities. The School principal shall require the use of regular food service workers when fixed kitchen equipment on SBBC Licensed Facilities is used for the preparation of food for banquets, etc., and require the organization to pay the cost of the food service worker(s) involved according to the adopted School Food Services salary schedule, including retirement and other fringe benefits. The food service worker shall assist in the preparation serving and clean up.

2.04 **Additional SBBC Licensed Facilities.**

2.04.1 Identification of Additional SBBC Licensed Facilities. The City and SBBC agree to continue to work cooperatively to identify additional school athletic fields and educational facilities available for use by the residents of the City of Deerfield Beach that are located outside of the City limits. The use of existing additional athletic facilities outside of the City limits may be covered by a separate agreement between SBBC and another entity, which dictates the terms of its use.

2.04.2 Procedure to Request Use of Additional SBBC Licensed Facilities. The following procedure shall be followed whenever the City desires to use any additional SBBC Licensed Facilities that are located outside of the City limits:

2.04.2.1 The City may submit a Notice of Facility Use form (attached hereto and incorporated herein by reference as **Exhibit “C”**) to the Superintendent of Schools or designee (e.g. school principal) for the use or enjoyment of additional school facilities, outside the City limits, a minimum of thirty (30) calendar days in advance of usage.

2.04.2.2 The Superintendent of Schools or designee shall determine if the requested use conflicts or interferes with any other usage of the proposed additional facility and approve or deny the requested use within fifteen (15) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to the City. If there is a conflict and the request is not approved, the City may appeal the denial to SBBC’s Director, Service Quality or designee. The Director, Service Quality or designee will determine whether to uphold the denial within fifteen (15) calendar days of filing of the appeal, and the decision of the Director, Service Quality or designee upon such appeal shall be final. In the event of a scheduling conflict, priority will be given first to SBBC functions and second to the municipality in which the proposed school is located.

2.05 Accessibility to City/SBBC Licensed Facilities and Fees for the Facilities.

The Parties agree to waive any and all rental fees except for pool usage. City/SBBC agree to waive any and all energy fees (excluding during use for summer programs or pool usage). Each party will reimburse the other party for any costs incurred only as a result of the use of the other party’s Licensed Facilities. These reimbursable costs shall be limited to custodial costs to address the operational impact of the event, energy assessment costs only during use for summer programs and personnel costs for providing access to the facility during non-operational hours, and personnel costs for security. No personnel costs will be assessed for providing access to the facility during non-operational hours when an authorized City/SBBC employee and/or employee volunteer provide such access. City/SBBC employees and/or employee volunteers may not remain at City/SBBC Licensed Facilities after providing access to the facility during non-operational hours. In such cases when the City/SBBC is permitted unsupervised use of City/SBBC Licensed Facilities, the City/SBBC will ensure that an agent of the City/SBBC is present during the event to provide appropriate supervision of all activities and that such agent remains on-site until relieved by an authorized City/SBBC employee and/or employee volunteer. The City/SBBC will clean up after every use and will return the Licensed Facilities to its clean, sanitary and free from trash and debris state prior to utilization by the City/SBBC. However, if the City/SBBC does not clean up after every use, then custodial costs will apply. If custodial costs apply, the custodial fee will be \$176.00 for a four (4) hour daily minimum, and \$44.00 each additional hour. If additional City/SBBC personnel are needed for City/SBBC event the cost will be \$44.00 per hour. Energy costs will only be assessed for City’s use of SBBC Licensed Facilities for their summer programs with each energy bill charged to the City being reduced by twenty percent (20%). Therefore, the City shall only pay eighty percent (80%) of the total assessed energy bill at twenty-four dollars per hour (\$24.00). The City will be responsible for consumable items costs for the City events with thirty-one (31) or more people attending a function. For 31-100 people expected at a function City will pay \$5.00 per day; for 101-200 people expected at a function \$10.00 per day; and \$5.00 additional per day for each additional 100 people expected, or part thereafter. Fees reflected herein may change due to cost escalation (as cited on the fee schedule in SBBC

Policy 1341 as of the effective date of this Agreement and both parties will refer to SBBC Policy 1341 for fee increases) during the term of this Agreement. If such happens the City/SBBC will communicate in writing such fee increases in a timely manner and such fees will become the effective fees and will be charged. City/SBBC will ensure the City/SBBC is provided with information regarding 24-hour emergency notification and access protocol at the time of the authorization of unsupervised access to City/SBBC Licensed Facilities to ensure the appropriate emergency procedures and agreed upon special terms and conditions are followed. All costs that are the responsibility of the City/SBBC shall be paid within 30 days of receipt of an invoice from City/SBBC. There will be no cost charged to the City by SBBC for training programs conducted by the Deerfield Beach Police and/or Fire-Rescue Departments when such training is designed to enhance the City's response to incidents at SBBC's schools and facilities. As cited above, if the City does not clean up after every use and return the Licensed Facilities to its clean, sanitary and free from trash and debris state prior to utilization by the Deerfield Beach Police and/or Fire-Rescue Departments, then custodial costs will apply.

2.06 **Additional Services at City/SBBC Licensed Facilities.** The cost for additional services, i.e., security, law enforcement, personnel, etc., for events at City/SBBC Licensed Facilities shall be mutually agreed upon by the Parties prior to the scheduled events. Such agreement shall be reduced to writing in the respective Facility Use Form, with services and costs mutually agreed upon by the Superintendent of Schools or designee and the City Manager or Recreation Director or designee.

2.07 **Usage of City/SBBC Pool(s).** The City agrees to give access to the SBBC for use of City pool(s) and the SBBC agrees to give access to City for use of SBBC pool(s). The following terms and conditions shall control the shared use of the pool(s):

2.07.01 When the City/SBBC plans to use the other party's pool(s), in lieu of abiding by the processes delineated in Paragraphs 2.02.2.1, 2.02.2.2, 2.03.2.1 and 2.03.2.2, the City/SBBC may annually on June 1 (or the next business day if the initial date falls on a nationally recognized holiday or a holiday recognized by either the SBBC or City) submit a Notice of Facility Use form for the upcoming school year, attached hereto and incorporated herein by reference as **Exhibit "C"**, to the Superintendent of Schools or designee for use of SBBC pool(s) and to City Park and Recreation Director or designee for use of City pool(s). The Notice of Facility Use form shall list the identified pool(s) intended for use by the City/SBBC for the year and shall also specify the days and times for such usage. If additional days and times are needed after the June 1 submittal date, an updated Notice of Facility Use form with the additional times and days can be submitted to the other party for consideration. Upon receipt of the form, and if all or some of the City/SBBC pool(s) are available, the Superintendent of Schools or designee, or the City Park and Recreation Director or designee shall with fifteen (15) calendar days advise the City/SBBC of such availability.

2.07.02 The SBBC shall be responsible for all maintenance and custodial duties on the SBBC's pool. The City shall be responsible for all maintenance and custodial duties on the City's pool. However, the City will be responsible for custodial duties on the SBBC's pool if the City uses the pool for their summer program.

2.07.03 The City/SBBC will allow a total of 150 hours of pool usage a year before charging a pool usage fee to the other. Once the 150 hours of pool usage have been met, the continued use of City/SBBC pool(s) will require the initiation of the fee based usage at fifty dollars (\$50.00) an hour

for use of each other's pool facility. Fees reflected herein for use of the pool facilities may change due to cost escalation (as cited on the fee schedule in SBBC Policy 1341 as of the effective date of this Agreement and the Parties will refer to SBBC Policy 1341 for fee increases) during the term of this Agreement. If such happens the City/SBBC will communicate in writing such fee increase in a timely manner and such fees will become the effective fees and will be charged.

2.07.04 The City/SBBC shall each be responsible for abiding by all health and safety regulations of Broward County and the State of Florida.

2.07.05 During SBBC use of the City pool, the SBBC shall have a supervisor and/or teacher who shall be in charge of and supervise the pool activities. During City use of SBBC pool, the City shall have a supervisor who shall be in charge of and supervise the pool activities. If there is a need for lifeguards, City/SBBC will provide at their own expense.

2.07.06 During City/SBBC use of the pool, all pool rules promulgated by the City/SBBC shall be obeyed by the City/SBBC, its instructors, employees, agents and students.

2.08 **Insurance.** Upon execution of this Reciprocal Use Agreement, each party shall submit to the other, copies of its certificate(s) of insurance or self-insurance evidencing the required coverage.

2.09 **Required Insurance Coverages.** Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28 Florida Statutes, that each party is self-insured for general liability under Florida Statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

2.09.1 Each party shall keep in effect during the full term of the Agreement, self-insurance under a Risk Management Program in accordance with Section 768.28 Florida Statutes, for General and Automobile Liability.

2.09.2 Worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes, including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

2.09.3 Fire Legal Liability damage to Rented Premises with limits of \$500,000 per occurrence/aggregate as a condition for the reduced limit of insurance. The City is not permitted to utilize stoves, ovens, microwave ovens, hotplates or any devices which have the potential to cause a fire on SBBC Property. SBBC grants permission for the City's vendor to utilize catering warmers during the summer program. The City's vendor will be required to name "The School Board of Broward County, Florida, its officers, employees and agents" as additional insured with respect to liability on behalf of the vendor. The general liability policy will be primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.

2.09.4 Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by Section 768.28, Florida Statutes. The Parties reserve the right to require other insurance coverage deemed mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.

2.09.5 Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

2.09.6 Required conditions; self-insurance and/or liability policies must contain the following provisions. In addition, the following wording in section 2.09.6.1 below must be included in the Certificate of Insurance's description of operations:

2.09.6.1 Certificate Holder: The School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.

2.09.7 No activities under this Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party.

2.10 **Protection of Public Safety.** Each party specifically reserves the right, through its representatives, to eject any person(s) behaving in an objectionable manner from its own facilities or facilities of the other it may be using, and upon the exercise of this authority, each party hereby waives any right and all claims for damages against the other, as a result of the ejection, whether directly or through any of its agents or employees.

2.11 **License not Lease.** This Agreement shall not be deemed to be a lease of any facilities, the use of which is permitted hereunder, but rather a license to use and occupy the respective premises under the terms and conditions stated herein. No leasehold interest in either City Licensed Facilities or SBBC Licensed Facilities is conferred to the using party under the provisions hereof.

2.12 **Notice.** When either party desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Facility Planning & Real Estate Department
School Board of Broward County, Florida
600 Southeast Third Avenue – 8th Floor
Fort Lauderdale, Florida 33301

To City: City Manager
150 NE 2nd Avenue
Deerfield Beach, FL 33441

With a Copy to: Director, Parks and Recreation
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441

With a Copy to: City Attorney
1200 N. Federal Highway
Suite 312
Boca Raton, FL 33432

2.13 **Background Screening:** City/SBBC agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to city parks and school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of city/school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by City/SBBC in advance of City/SBBC or its personnel providing any services under the conditions described in the previous sentence. City/SBBC shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to City/SBBC and its personnel. The parties agree that the failure of City/SBBC to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling City/SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, City/SBBC agrees to indemnify and hold harmless City/SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in City's/SBBC's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or City of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.14 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing contained herein is intended nor shall be construed to waive any party's rights, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The Parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the City or the City's officers, employees, agents, subcontractors or assignees. No right to City retirement, leave benefits or any other benefits of City employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. City shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for SBBC or SBBC's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

This Agreement may be canceled with or without cause by the City during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement. The City shall have no liability for any property left on City's property by any party to this Agreement after the termination of this Agreement. Any party contracting with City under this Agreement agrees that any of its property placed upon City's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon City's facilities after that time shall be deemed to be abandoned, title to such property shall pass to the City, and City may use or dispose of such property as City deems fit and appropriate.

3.06 **Default.** The Parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC and City under this Agreement shall be contingent upon an annual budgetary appropriation by their respective governing bodies. If funds are not allocated by either governing body for the payment of services or products to be provided under this Agreement, this Agreement may be terminated at the end of the period for which funds have been allocated. The non-allocating party shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to the non-allocating party in the event this provision is exercised, and the non-allocating party shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, City and SBBC are required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the other party all public records in that party's possession upon termination of its contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to the other party in a format that is compatible with the other party's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation

regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and 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.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits “A”, “B”, “C”, and “D” attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, the terms of this Agreement shall supersede and prevail over the terms in the Exhibits.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure. In the event any of the licensed facilities, or any part thereof, shall be destroyed by fire or any other cause, or if any other casualty or any unforeseen occurrence shall render the fulfillment of this Agreement by either party impossible, then and thereupon, this Agreement shall be modified to exclude the use of the damaged licensed facility until such time as the owning party, at its discretion, returns the facility to an operable condition.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC and City, obligations to maintain and allow inspection and audit of records

and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement. Such actions shall include, but not be limited to, the immediate suspension of the use or occupancy of any or all SBBC Licensed Facilities as a result of the anticipation of imminent existence or existence of any of the conditions listed in Article 3.23 - Force Majeure - hereinabove.

3.26 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.27 **Operating Protocols and COVID-19 Community Levels.** The Centers for Disease Control and Prevention (the “CDC”) has established a system by which it ranks the risk associated with COVID-19 as either *low*, *medium*, or *high* based on state and county data.¹ These rankings (“COVID-19 Community Levels” or “CCL”) are updated every Thursday by 8 pm ET and published on the CDC’s COVID-19 County Check webpage:

<https://www.cdc.gov/TemplatePackage/contrib/widgets/covidcountycheck/>

3.27.01 The Parties mutually agree that at any time the CCL for Broward County is “*high*,” they shall comply with the Operating Protocols set forth herein and attached hereto as **Exhibit “D.”** The Parties may, by mutual agreement, choose to comply with the Operating Protocols if the CCL is below “*high*.” The Superintendent of Schools or designee and the City Manager or Mayor (as applicable) or designee are hereby authorized to agree on behalf of their respective parties to comply with the Operating Protocols when the CCL is below “*high*.”

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¹ The CDC looks at the combination of three metrics — new COVID-19 admissions per 100,000 population in the past 7 days, the percent of staffed inpatient beds occupied by COVID-19 patients, and total new COVID-19 cases per 100,000 population in the past 7 days — to determine the COVID-19 community level. New COVID-19 admissions and the percent of staffed inpatient beds occupied represent the current potential for strain on the health system. Data on new cases acts as an early warning indicator of potential increases in health system strain in the event of a COVID-19 surge.

IN WITNESS WHEREOF, the Parties hereto have each executed this Agreement for reciprocal use of facilities on the dates indicated below.

FOR SBBC

(CORPORATE SEAL)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: _____
Laurie Rich Levinson, Chair

Dr. Vickie L. Cartwright,
Superintendent of Schools

Approved as to form and legal content:

Office of the General Counsel

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FOR CITY

ATTEST:

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

City Clerk

By: _____
David Santucci, City Manager

Date: _____

Endorsed as to Form & Legality for the
Use and Reliance of the City of Deerfield Beach
Florida, only.

City Attorney

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EXHIBIT “A”

CITY LICENSED FACILITIES**

**Other City owned facilities within the corporate limits of the City of Deerfield Beach may be added by mutual agreement of the Superintendent of Schools (or designee) and the City Manager (or designee) and without formal amendment of this Agreement.

Constitution Park
2841 W. Hillsboro Blvd.

Tennis Center
222 NE 2nd Avenue

Ada Graham-Johnson Park
155 SW 34th Avenue

Villages of Hillsboro Park
4111 NW 6th Street

Deerfield Beach Aquatic Center
501 SE 6th Avenue

Oveta McKeithen Recreational Complex
445 SW 2nd Street

Ecidar Park
1901 SW 15th Street

Riverview Park
185 NE 6th Court

Johnie McKeithen Park
629 N. Deerfield Avenue

Trailhead Park
3700 American Way

Mayo Howard Park
1131 FAU Research Park Blvd.

Independence Bay Linear Park
1201 S. Powerline Road

Pioneer Park
222 NE 2nd Avenue

SW 10th Street Park
500 SW 10th Street

Riverglen Park
300 NW 45th Avenue

Teen Center
1345 SW 11th Way

SE 15th Street Park
1100 SE 15th Street

Quiet Waters Athletic Park
4150 W. Hillsboro Blvd.

SE 19th Avenue Park
451 SE 19th Avenue

Cornerstone Park
1420 SE 3rd Avenue

Sullivan Park
1700 Riverview Road

Highlands Park
511 NE 44th Street

EXHIBIT “B”
SBBC LICENSED FACILITIES **

** Other SBBC owned facilities within the corporate limits of the City of Deerfield Beach, may be added by mutual agreement of the Superintendent of Schools (or designee) and the City Manager (or designee) and without formal amendment of this Agreement.

Deerfield Beach Elementary

650 NE 1st Street
Deerfield Beach, FL 33441

Deerfield Park Elementary

650 SW 3rd Avenue
Deerfield Beach, FL 33441

Quiet Waters Elementary

4150 West Hillsboro Boulevard
Deerfield Beach, FL 33442

Deerfield Beach Middle

701 SE 6th Avenue
Deerfield Beach, FL 33441

Deerfield Beach High

910 SW 15th Street
Deerfield Beach, FL 33441

EXHIBIT "C"

NOTICE OF FACILITY USE FORM FOR RECIPROCAL USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGNATED LOCAL GOVERNMENTAL AGENCY

Name of Local Government

Date Filed

Location

Type of Activity

Facility

Date(s) Needed

Time(s) Needed

CHARGES (IF APPLICABLE)

Service/Item

Fee

Total Fee(s) Due

NOTE: Please list the Service/Item on additional blank page(s) if you need space for additional information

CONTACTS/AUTHORIZED SIGNATURE

For School: Principal

Name

Title

Date

Signature:



Approve



Disapprove

For Local Government: Parks and Recreation Director or
Equivalent Position

Name

Title

Date

Signature:



Approve



Disapprove

RATIONALE FOR DISAPPROVAL

FOR SBBC USE ONLY

IF DISAPPROVED APPEAL TO
OFFICE OF CHIEF SERVICE QUALITY OFFICER
1400 NE 6th Street
Pompano Beach, FL 33060
Phone: (754) 321-3838; Fax: (754) 321-3885

State Reasons for Appeal

☐ Appeal Approved ☐ Appeal Disapproved

Authorized Signature: _____

Title

Date:

State Rational for Disapproval

FOR MUNICIPAL USE ONLY

IF DISAPPROVED APPEAL TO
CITY/TOWN MANAGER

State Reasons for Appeal

☐ Appeal Approved ☐ Appeal Disapproved

Authorized Signature: _____

Title

Date:

State Rational for Disapproval

EXHIBIT D
OPERATING PROTOCOLS

The Parties to the Agreement to which this exhibit is attached are responsible to comply with all of the following protocols before, during and after use of each other's facilities designated in Exhibits "A" and "B." Failure to comply with such protocols may be considered to be a material breach of the agreement to which this exhibit is attached. Updates to these protocols may be made at any time if agreed to in writing by both the Superintendent or designee and the Director, Parks and Recreation or designee.

Before entering a facility, all individuals should answer the following self-assessment questions at home each morning prior to departure:

1. Do I feel warm, have a fever or elevated temperature (100.4), or have the chills?
2. Do I have a persistent cough, runny nose or sore throat?
3. Have I recently had a loss of taste or smell?
4. Has anyone in my household tested positive for COVID-19?
5. Have I been in close, unprotected contact with anyone who has tested positive for COVID-19 (spent longer than 15 minutes within six (6) feet of someone who was sick with a fever and cough or confirmed/suspected of having COVID-19?)
6. Am I feeling otherwise sick or ill today?
7. Am I awaiting test results for COVID-19?
8. Have I tested positive for COVID-19?
9. Have I been told to self-quarantine or self-isolate by a doctor or SBBC administrator?

If you can answer "NO" to all of these questions, you may enter the facility.

If you answered "YES" to any of these questions, you may not enter the facility until such time as you may answer "NO" to all of these questions.

Occupants should continue to:

- Wash hands regularly using disinfectant soap and warm water.
- Utilize alcohol-based hand sanitizer when unable to wash hands.
- Practice physical distancing.
- Notify manager and go home immediately if they begin to feel unwell.

As the State of Florida and Broward County continue working to contain the spread of COVID-19, offers the following guidance to all individuals entering each other's facilities. Such information should be shared with all employees, vendors and visitors, licensees and invitees that come to the facilities.

If anyone has had ancillary contact with someone who has (or may have) COVID-19, you should monitor your symptoms for fourteen (14) days. If anyone has had "close contact" as defined below, you should follow procedures as outlined in the Response Procedures section of this document.

Below you will find additional CDC guidance defining "close contact," which should be used to determine if quarantine or isolation is necessary for an individual.

About COVID-19

According to the CDC, COVID-19 is thought to spread mainly through close contact from person- to-person. How easily a virus spreads from person to person can vary.

The virus that causes COVID-19 can be spread through respiratory droplets produced when an infected person coughs, sneezes, or talks. These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs. It may also be possible for a person to get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or possibly their eyes. However, the risk for this is much lower according to health officials. COVID-19 may be spread by people who are not “showing” symptoms.

Preventative Measures

The best way to prevent COVID-19 is to avoid being exposed to the virus. For the safety of yourself and those around you, you shall follow these CDC and Florida Department of Health (FDOH) guidelines:

1. Practice good hygiene.
 - a. Wash your hands with soap and water for 20 seconds, especially after touching frequently used items or surfaces, using the restroom, and before eating. If soap and water is not readily available, use a hand sanitizer that contains at least 60% alcohol. Rub your hands for 20 seconds or until completely dry.
 - b. Avoid touching your eyes, nose, or mouth with unwashed hands or after touching surfaces.
 - c. Sneeze and cough into a tissue or inside of your elbow. Dispose of tissue in trash can and wash your hands.
2. Practice Physical Distancing.
 - a. If you are around other people, keep six (6) feet between you when possible. Avoid hugs, handshakes, large gatherings and close quarters.
 - b. Do not gather in groups of ten (10) or more. Follow appropriate physical distancing guidelines.
3. Avoid contact with people who are sick and stay home if anyone has any of the following acute symptoms:
 - a. Temperature of 100.4 F degrees or greater
 - b. Persistent cough
 - c. Shortness of breath
 - d. Chills, repeated shaking with chills
 - e. Muscle pain
 - f. Headache
 - g. Sore throat
 - h. New loss of taste or smell
 - i. Vomiting or diarrhea
4. Wear a face covering in all common areas, including but not limited to: Main lobby, elevators, parking garage elevator vestibules, concession areas, conference rooms, etc.

5. Refer to the CDC for additional details about properly wearing, removing and washing cloth face coverings.
6. CITY must ask anyone not adhering to these protocols to vacate Each other's facilities.

Personal Protective Equipment (PPE)

A face mask must always be worn on Each other's facilities. There are limited circumstances when an alternative face covering is permitted by the Centers for Disease Control and Prevention (CDC) in lieu of a face mask in school settings set forth in guidance dated August 11, 2020, titled "Guidance for K-12 School Administrators on the Use of Cloth Face Coverings in Schools":

CDC recognizes that wearing face masks may not be possible in every situation or for some people. In some situations, wearing a face mask may exacerbate a physical or mental health condition, lead to a medical emergency, or introduce significant safety concerns. Adaptations and alternatives should be considered whenever possible to increase the feasibility of wearing a face mask or to reduce the risk of COVID-19 spreading if it is not possible to wear one. [Cloth face coverings](#) should not be placed on:

- Children younger than 2 years old.
- Anyone who has trouble breathing or is unconscious.
- Anyone who is incapacitated or otherwise unable to remove the cloth face covering without assistance.

[Appropriate and consistent use](#) of cloth face coverings may be challenging for individuals, including:

- Younger individuals, such as those in early elementary school.
- Individuals with severe asthma or other breathing difficulties.
- Individuals with special educational or healthcare needs, including intellectual and developmental disabilities, mental health conditions, and sensory concerns or tactile sensitivity.

While [cloth face coverings](#) are strongly encouraged to reduce the spread of COVID-19, CDC recognizes there are specific instances when wearing a cloth face covering may not be feasible. In these instances, the individual should consider [adaptations and alternatives](#) whenever possible. individuals may need to consult with healthcare providers for advice about wearing cloth face coverings.

Consider use of clear face coverings that cover the nose and wrap securely around the face. Clear face coverings should be determined not to cause any breathing difficulties or over heating for the wearer.

Teachers and staff who may consider using clear face coverings include:

- Those who interact with individuals who are deaf or hard of hearing, per the [Individuals with Disabilities Education Act](#)
- Those working with young students learning to read
- Individuals and those working with such individuals whose primary language is not English
- Those working with individuals with disabilities

Clear face coverings are not face shields. **CDC does not recommend use of face shields for normal everyday activities or as a substitute for cloth face coverings because of a lack of evidence of their effectiveness for source control.**

Therefore, considering the CDC guidance of “adaptations and alternatives should be considered whenever possible to increase the feasibility of wearing a face mask or to reduce the risk of COVID- 19 spreading if it is not possible to wear one”, the following allowances shall be considered:

- a. Individuals who need a break from their face mask, may do so provided social distancing can be maintained under specific outdoor circumstance (not indoor).
- b. Occupants who need a break from wearing their face mask while on Each other’s facilities, may do so if alone in a self-contained room or outdoors maintaining social distancing. An occupant may not utilize common space, for example a conference room, break room, stairwell or any unoccupied location for a mask break. A cloth face mask must be worn during all other times and locations.
- c. While eating breakfast or lunch or while drinking water– No face covering is required while eating or drinking in designated areas as long as social distancing practices are in place.
- d. No face covering is required during outdoor activities as long as social distancing practices are in place. Individuals must wear cloth face masks to and from such activities.
- e. Face shields that completely cover the face, wrap around the face and extend below the chin, will be allowed to be worn by individuals aged 10 and younger and individuals with disabilities as long as either social distancing practices are in place and/or physical barriers of separation are in place between individuals. A cloth face mask must be worn during all other times and locations. Face shields are not substitutes for cloth face masks nor are being used for normal everyday activities and only allowed in this narrow use.

In this operating protocol, the term face mask, cloth face mask or cloth face covering are interchangeable.

Single use face masks approved by the Food & Drug Administration (FDA) and the Centers for Disease Control and Prevention (CDC) are allowed.

Per CDC Guidance “The purpose of masks is to keep respiratory droplets from reaching others to aid with source control. Masks with one-way valves or vents allow exhaled air to be expelled out through holes in the material. This can allow exhaled respiratory droplets to reach others and potentially spread the COVID-19 virus. **Therefore, CDC does not recommend using masks if they have an exhalation valve or vent.**”

Disinfection of Each other’s facilities by CITY

The Parties shall sanitize all “high” and “low” touch-zones immediately after occupancy of any interior space within the Each other’s facilities with Wex-Cide Healthcare Germicidal Disinfectant (or other comparable product), including but not limited to: All doors and door handles, stairwell doors and railings, countertops, conference rooms, break rooms, kitchens, elevator and elevator call buttons, restrooms, microwaves, water dispensers, etc., elevator call buttons, restrooms, microwaves, water dispensers, etc.

In the event an individual who tests positive for COVID-19 has visited one or more facility, such facility (or facilities) shall be thoroughly cleaned, sanitized and disinfected by the applicable party that owns such facility (or facilities). **Occupants must be sent home if site sanitization needs to occur during a**

workday. Immediately after cleaning, the facilities shall be deemed safe for return to normal operations.

Reporting Procedures

If any individual thinks he or she has been exposed to the virus or if he or she has tested positive for COVID-19, such individual shall fill out the online [Coronavirus Notification Form](#) as soon as possible and quarantine while waiting for guidance from the SBBC's Risk Management Department or local/state health officials. Individuals filling out the online form shall identify themselves as "Volunteer" in response to question number 3 which asks to indicate your "primary role in the BCPS community."

Responses to this survey shall be considered educational records with regards to students and employment records with regards to occupants and are subject to all applicable privacy statutes, regulations, and guidance including FERPA, IDEA, and HIPAA. The form is pursuant to School Board Policy 5012 - Treatment of Student and Employees with Communicable Diseases and Conditions. The information submitted through this form will remain confidential and only shared with the few individuals needed to maintain a safe environment in our District facilities.

Procedures for Facilities with Positive COVID-19 Cases Within the Past 14 Days

The CDC has defined "close contact" which will help determine who should be self-isolated/quarantined/tested based on potential exposure to COVID-19.

What counts as close contact?

- ☐ You were within six (6) feet of someone who has COVID-19 for at least 15 minutes.
- ☐ You provided care at home to someone who is sick with COVID-19.
- ☐ You had direct physical contact with the person (touched, hugged, or kissed them).
- ☐ You shared drinking or eating utensils.
- ☐ They sneezed, coughed, or somehow got respiratory droplets on you.

Steps to take if anyone has had "close contact" with someone who has COVID-19:

- ☐ Quarantine: Stay home and monitor your health.
- ☐ Get tested: Testing is now more readily available. If you are able to schedule a COVID-19 test, you should do so. (Note: Tests are deemed to be more accurate if conducted more than 24 hours after last potential exposure to the virus.)

Or

- ☐ Quarantine: Stay home for 14 days after your last contact with the person who has COVID-19.
- ☐ Watch for fever (100.4 F), cough, shortness of breath, loss of taste or other symptoms of COVID-19.
- ☐ If possible, stay away from others, especially people who are at higher risk for getting very sick from COVID-19.

Anyone who has been in close contact (as defined above) with an individual who has COVID-19 needs to quarantine for at least fourteen (14) days or, receive two (2) negative COVID-19 test results with one (1) taken more than 24 hours after exposure. This includes contact with people who previously had COVID-19 and people who have taken a serologic (antibody) test and have antibodies to the virus.

Quarantine is used to keep someone who might have been exposed to COVID-19 away from others. Quarantine helps prevent the spread of disease that can occur before a person knows they are sick or if they are infected with the virus without feeling symptoms. People in quarantine should stay home, separate themselves from others, monitor their health, and follow directions from the state or local health department.

Returning to Facilities

Any individual who has tested positive for COVID-19 must provide two (2) negative test results for COVID-19 with one (1) test being done 24 hours before returning to a facility.

Additionally, anyone who has had close contact with an individual who tested positive for COVID- 19 must either 1) self-quarantine for fourteen (14) days AND be asymptomatic or, 2) provide two negative results for a COVID-19 test, one of which must have been taken more than 24 hours after last potential exposure.

If anyone has any questions, you may contact the Florida Department of Health - Broward Call Center for COVID-19 at 954-412-7300 or, the **SBBC Risk Management Department at (754) 321-1900.**

Additional information on COVID-19 is also available on The Center for Disease Control (CDC) website, www.cdc.gov/nCoV.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1132

Agenda Date: 4/19/2022

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 Johnson-Laux Construction, LLC, utilizing the Sourcewell, Inc. Indefinite Quantity Construction Agreement IFB# FL-WCA-GC04-041019 for construction of the Central City Campus Truck Wash Station in an amount not to exceed \$191,920.27; providing for execution and an effective date. (*Funds from Account #108-5050-541-60-31 - Improvements Other than Buildings*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$191,920.27

Account Name: Improvements Other than Buildings

Account Number: 108-5050-541-60-31

Background/History

The City is proposing a truck wash station to be built on the Central City Campus (the "Project"), adjacent to the fueling station, to better control nonpoint source pollution that can enter City waterways from washing the City's trucks on campus. This improvement is a best management practice of the National Pollutant Discharge Elimination System ("NPDES") Stormwater Program for industrial facilities. The City will be subject to an audit by the Florida Department of Environmental Protection ("FDEP") this year and it had been noted in a prior inspection that improvements were needed on our Central City Campus for NPDES compliance.

Current Activity

Due to the small size and scope of the Project, use of a job order contract was recommended. Section 38-117(3)(b)11. of the City Code provides authority for the City to acquire or contract for non-real property, goods, or services where the City participates in joint procurement of non-real property, goods, or services with other public entities, including, but not limited to, acquisitions made pursuant to interlocal agreements entered into with other governmental entities in accordance with Chapter 163, Florida Statutes. Section 38-116(3)(b)12 of the City Code also allows for the procurement of goods or services pursuant to a job order contract. Staff recommends use of the cooperative purchasing agreement with Johnson-Laux Construction, LLC ("Johnson-Laux"), through the Sourcewell, Inc. Indefinite Quantity Construction Agreement IFB# FL-WCA-GC04-041019 (the "JOC") for construction of the Project, amount not to exceed \$191,920.27.

Originally, \$75,000 was estimated and budgeted for these improvements; however, costs have escalated for material and labor since the ballpark estimate had originally been proposed three years prior. Funds are available in account 1085050-5416031, for streetscape improvements on state roads in the amount of \$250,000, which will not be spent this year and could be made available for this project of higher priority in the same account.

Recommendation

Staff recommends that the City Commission approve an agreement with Johnson-Laux Construction LLC for the Central City Campus Truck Wash Project in the amount of \$191,920.27.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH JOHNSON-LAUX CONSTRUCTION, LLC, UTILIZING THE SOURCEWELL, INC. INDEFINITE QUANTITY CONSTRUCTION AGREEMENT IFB# FL-WCA-GC04-041019 FOR CONSTRUCTION OF THE CENTRAL CITY CAMPUS TRUCK WASH STATION IN AN AMOUNT NOT TO EXCEED \$191,920.27; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the City desires to construct a truck wash station at the Central City Campus (the “Project”), adjacent to the fueling station, to better control nonpoint source pollution that can enter City waterways from washing the City’s trucks on campus; and

WHEREAS, due to the small size and scope of the Project, use of a job order contract was recommended; and

WHEREAS, Section 38-116(3)(b)10–11 of the City Code provide authority for the City to acquire or contract for non-real property, goods, or services where the City participates in joint procurement of non-real property, goods, or services with other public entities, including, but not limited to, acquisitions made pursuant to interlocal agreements entered into with other governmental entities in accordance with Chapter 163, Florida Statutes; and

WHEREAS, Section 38-116(3)(b)12 of the City Code allows for the procurement of goods or services pursuant to a job order contract; and

WHEREAS, staff recommends use of the cooperative purchasing agreement with Johnson-Laux Construction, LLC (“Johnson-Laux”), utilizing the terms of the Sourcewell, Inc. Indefinite Quantity Construction Agreement IFB# FL-WCA-GC04-041019 (the “Sourcewell Contract”) for construction of the Project in an amount not to exceed \$191,920.27; and

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

WHEREAS, staff recommends that the City Commission approve an agreement with Johnson-Laux for construction of the Project, utilizing the terms of the Sourcewell Contract in an amount not to exceed \$191,920.27 (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 Johnson-Laux for construction of the Project in an amount not to exceed \$191,920.27.

Section 3. The City Manager is authorized to execute the Agreement with Johnson-Laux, consistent with the Sourcewell Contract, together with additional terms that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Work Order Signature Document

EZIQC Contract No.: FL-R10-GC11-111821-JLC

☒

New Work Order



Modify an Existing Work Order

Work Order Number.: 102230.00

Work Order Date: 02/24/2022

Work Order Title: Deerfield Beach Truck Wash

Owner Name: City of Deerfield Beach

Contractor Name: Johnson-Laux Construction, LLC

Contact: Jeffrey Brazil

Contact: Richard Reinhart

Phone: 954-480-4315

Phone:

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-R10-GC11-111821-JLC.

Brief Work Order Description:

Deerfield Beach Truck Wash

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:



Will not apply:



Work Order Firm Fixed Price: \$191,920.27

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

 02/24/2022

Detailed Scope of Work

To: Richard Reinhart
Johnson-Laux Construction, LLC
650 Garden Commerce Parkway
Winter Garden, FL 34787
No Data Input

From: Jeffrey Brazil
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441
954-480-4315

Date Printed: February 24, 2022

Work Order Number: 102230.00

Work Order Title: Deerfield Beach Truck Wash

Brief Scope: Deerfield Beach Truck Wash

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See attached Detailed Scope of Work.

Subject to the terms and conditions of JOC Contract **FL-R10-GC11-111821-JLC**.



Contractor



Date

Owner

Date

Contractor's Price Proposal - Summary

Date: February 24, 2022

Re: IQC Master Contract #: FL-R10-GC11-111821-JLC
Work Order #: 102230.00
Owner PO #:
Title: Deerfield Beach Truck Wash
Contractor: Johnson-Laux Construction, LLC
Proposal Value: \$191,920.27

Section - 01	\$89,157.76
Section - 02	\$6,177.10
Section - 03	\$50,015.69
Section - 22	\$7,543.75
Section - 31	\$14,097.45
Section - 32	\$5,838.59
Section - 33	\$19,089.93
Proposal Total	\$191,920.27

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: February 24, 2022

Re: IQC Master Contract #: FL-R10-GC11-111821-JLC
 Work Order #: 102230.00
 Owner PO #:
 Title: Deerfield Beach Truck Wash
 Contractor: Johnson-Laux Construction, LLC
 Proposal Value: \$191,920.27

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 20 00 0048		HR	Surveyor (Instrument person)	\$519.18
				Installation	
			Quantity	Unit Price	Factor = Total
			12.00 x	34.97 x	1.2372 = 519.18
				for layout and setting elevation	
2	01 22 20 00 0049		HR	Surveyor (Rod Person)	\$370.42
				Installation	
			Quantity	Unit Price	Factor = Total
			12.00 x	24.95 x	1.2372 = 370.42
				for layout and setting elevation	
3	01 22 23 00 0192		WK	5 Ton, Single Padfoot Drum, Ride-On Self-Propelled Vibratory Roller With Full-Time Operator	\$3,828.79
				Installation	
			Quantity	Unit Price	Factor = Total
			1.00 x	3,094.72 x	1.2372 = 3,828.79
				for compacting the sub-base and base.	
4	01 22 23 00 0354		WK	7/8 To 1 CY Hydraulic Excavator With Full-Time Operator	\$15,744.53
				Installation	
			Quantity	Unit Price	Factor = Total
			3.00 x	4,241.98 x	1.2372 = 15,744.53
				for excavation	
5	01 22 23 00 0441		WK	3 CY, 135 HP, Heavy Duty Construction Loader With Full-Time Operator	\$16,602.14
				Installation	
			Quantity	Unit Price	Factor = Total
			3.00 x	4,473.04 x	1.2372 = 16,602.14
				for earth & material movement	
6	01 22 23 00 0492		WK	4' x 8' Trench Box With Up To 48" Spreaders	\$630.13
				Installation	
			Quantity	Unit Price	Factor = Total
			2.00 x	254.66 x	1.2372 = 630.13
				trench box rental	
7	01 22 23 00 1383		WK	18 CY Rear Dump Truck With Full-Time Truck Driver	\$22,143.11
				Installation	
			Quantity	Unit Price	Factor = Total
			3.00 x	5,965.92 x	1.2372 = 22,143.11
				Hauling materials on & off site	
8	01 45 23 00 0012		EA	Proctor Compaction 6" Standard Mold, Field Soils Test	\$758.26
				Installation	
			Quantity	Unit Price	Factor = Total
			2.00 x	306.44 x	1.2372 = 758.26
				proctor soil test	
9	01 45 23 00 0016		EA	Moisture Density Tests, Modified AASHTO T-180, ASTM D1557, Field Soils Test	\$4,668.70
				Installation	
			Quantity	Unit Price	Factor = Total
			20.00 x	188.68 x	1.2372 = 4,668.70
				density compaction test on the sub-base and lime rock base	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 102230.00
Work Order Title: Deerfield Beach Truck Wash

Section - 01

10	01	45	23	00 0077	EA	Prepare 6 x 12 Concrete Cylinder And Deliver To Lab						\$122.71
						Installation	Quantity	Unit Price	Factor	=	Total	
							6.00	16.53	1.2372		122.71	
						cylinder delivery to the lab						
11	01	45	23	00 0078	EA	6 x 12 Cylinder Concrete Compression Test, ASTM C-39 Or ASTM D1633						\$385.56
						Installation	Quantity	Unit Price	Factor	=	Total	
							6.00	51.94	1.2372		385.56	
						concrete compression test						
12	01	45	23	00 0082	EA	Concrete Mix Design Review						\$384.31
						Installation	Quantity	Unit Price	Factor	=	Total	
							1.00	310.63	1.2372		384.31	
						design mix for the concrete						
13	01	45	23	00 0086	EA	Concrete Slump Test, ASTM C143						\$101.13
						Installation	Quantity	Unit Price	Factor	=	Total	
							2.00	40.87	1.2372		101.13	
						concrete slump test						
14	01	55	26	00 0020	CLF	2" Exterior Vinyl Tape (Warning Tape)						\$323.21
						Installation	Quantity	Unit Price	Factor	=	Total	
							12.00	21.77	1.2372		323.21	
						caution tape						
15	01	55	26	00 0045	MO	Type II Barricade, Up To 3' Wide With Two Reflective Rails Each Side						\$673.78
						Installation	Quantity	Unit Price	Factor	=	Total	
							20.00	27.23	1.2372		673.78	
						rental of 20ea barricades for 1 month.						
16	01	71	13	00 0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.						\$3,264.91
						Installation	Quantity	Unit Price	Factor	=	Total	
							3.00	879.65	1.2372		3,264.91	
						equipment mobilization						
17	01	71	23	16 0016	ACR	Survey Clear Area For Underground Utilities						\$2,508.01
						Installation	Quantity	Unit Price	Factor	=	Total	
							1.00	2,027.17	1.2372		2,508.01	
						underground utilities location.						
18	01	74	19	00 0031	CY	Traditional Building Construction Materials Landfill Dump Fee						\$8,695.04
						Installation	Quantity	Unit Price	Factor	=	Total	
							400.00	17.57	1.2372		8,695.04	
						dirt debris fees						
19	01	74	19	00 0035	CY	Asphalt, Concrete, Gravel And Subgrade Material, Landfill Dump Fee						\$886.58
						Installation	Quantity	Unit Price	Factor	=	Total	
							20.00	35.83	1.2372		886.58	
						asphalt & concrete dump fees						

Work Order Number: 102230.00
Work Order Title: Deerfield Beach Truck Wash

Contractor's Price Proposal - Detail Page 3 of 8
2/24/2022

Contractor's Price Proposal - Detail Continues..

Work Order Number: 102230.00
Work Order Title: Deerfield Beach Truck Wash

Section - 03

31	03 35 13 00 0004	SF	Broom, Concrete Floor Finish							\$2,743.61
			Installation	Quantity	Unit Price	Factor	=	Total		
				3,360.00	0.66	x	1.2372	2,743.61		
			broom finish slab							
32	03 35 13 00 0004 0051	MOD	For >250 To 500, Add							\$105.16
			Installation	Quantity	Unit Price	Factor	=	Total		
				500.00	0.17	x	1.2372	105.16		
33	03 35 16 00 0004	SF	0.3 LB/SF, Non Metallic, Shake On Floor Hardener							\$2,826.75
			Installation	Quantity	Unit Price	Factor	=	Total		
				3,360.00	0.68	x	1.2372	2,826.75		
			hardener							
34	03 37 16 00 0010	HR	35 CY/HR, 66 HP Trailer Mounted Concrete PumpIncludes hoses							\$826.94
			Installation	Quantity	Unit Price	Factor	=	Total		
				10.00	66.84	x	1.2372	826.94		
			placing concrete							
35	03 39 13 00 0002	SF	Water Based Curing, Sealing, Hardening And Dustproofing CompoundCoverage rates: rough finish = 300 SF/GAL, broom finish = 300 to 400 SF/GAL, steel troweled = 500 to 600 SF/GAL, and vertical surface = 400 - 500 SF/GAL.							\$872.97
			Installation	Quantity	Unit Price	Factor	=	Total		
				3,360.00	0.21	x	1.2372	872.97		
			curing compound							

Subtotal for Section - 03 **\$50,015.69**

Section - 22

36	22 11 16 00 0932	EA	2" Schedule 80 Chlorinated Polyvinyl Chloride (CPVC) Reducing Insert							\$70.51
			Installation	Quantity	Unit Price	Factor	=	Total		
				1.00	56.99	x	1.2372	70.51		
			2" to 1" female reducer at the water line							
37	22 11 16 00 0995	EA	1" Schedule 80 Chlorinated Polyvinyl Chloride (CPVC) Cap							\$71.71
			Installation	Quantity	Unit Price	Factor	=	Total		
				2.00	28.98	x	1.2372	71.71		
			pipe cap							
38	22 11 19 00 0537	EA	3/4" Hose Valve With Screwed Ends (Chicago Faucets #387-CP)							\$236.14
			Installation	Quantity	Unit Price	Factor	=	Total		
				1.00	190.87	x	1.2372	236.14		
			hose bib assembly							
39	22 13 19 33 0014	EA	8" Backwater Sewer Valve, Cast Iron, Offset Type With Bronze Swing Check Assembly							\$7,165.39
			Installation	Quantity	Unit Price	Factor	=	Total		
				2.00	2,895.81	x	1.2372	7,165.39		
			for the 8" PVC gate valve in the drainage lines							

Subtotal for Section - 22 **\$7,543.75**

Section - 31

40	31 05 13 00 0009	CY	Crushed Lime Rock Maximum 3-1/2"							\$6,005.37
			Installation	Quantity	Unit Price	Factor	=	Total		
				150.00	32.36	x	1.2372	6,005.37		
			lime rock base at asphalt patch							

Work Order Number: 102230.00
Work Order Title: Deerfield Beach Truck Wash

Contractor's Price Proposal - Detail Page 5 of 8
2/24/2022

Contractor's Price Proposal - Detail Continues..

Work Order Number: 102230.00
Work Order Title: Deerfield Beach Truck Wash

Section - 31

53	31	25	14	26	0003	LF	2' High Silt Fence with Stakes at 4' On Center						\$940.27
						Installation	Quantity	Unit Price	Factor	=	Total		
							400.00	1.90	1.2372		940.27		
							x		x				
							silt fence						

Subtotal for Section - 31

\$14,097.45

Section - 32

54	32	01	17	63	0022	EA	Asphalt Placement For Small Repair Areas, Hot Mix Modified, Up To 3 TonsFor small areas of existing asphalt is removed to allow work such as trenching across or in a road, excavating a drainage structure, uncovering a utility line, etc.						\$1,721.28
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.00	1,391.27	1.2372		1,721.28		
							x		x				
							Asphalt repair						
55	32	01	17	63	0023	TON	Asphalt Placement For Small Repair Areas, Hot Mix ModifiedFor each ton over 3 to 100 tons. For small areas of existing asphalt is removed to allow work such as trenching across or in a road, excavating a drainage structure, uncovering a utility line, etc.						\$2,253.68
						Installation	Quantity	Unit Price	Factor	=	Total		
							10.00	182.16	1.2372		2,253.68		
							x		x				
							Asphalt repair						
56	32	11	16	16	0009	SY	12" Crushed Aggregate Base Course For Roadways And Parking Areas						\$1,702.39
						Installation	Quantity	Unit Price	Factor	=	Total		
							80.00	17.20	1.2372		1,702.39		
							x		x				
							lime rock base for asphalt replacement						
57	32	11	16	16	0009	0007	MOD For Limestone, Deduct						-\$139.56
						Installation	Quantity	Unit Price	Factor	=	Total		
							80.00	-1.41	1.2372		-139.56		
							x		x				
58	32	92	23	00	0038	MSF	Up To 1,000 SF, St. Augustine Sod, Installed On Level Ground						\$300.80
						Installation	Quantity	Unit Price	Factor	=	Total		
							0.30	810.42	1.2372		300.80		
							x		x				
							replacement sod						

Subtotal for Section - 32

\$5,838.59

Section - 33

59	33	05	84	00	0044	EA	Seal Gap Between Pipe And Structure With Brick And Grout						\$509.79
						Installation	Quantity	Unit Price	Factor	=	Total		
							3.00	137.35	1.2372		509.79		
							x		x				
							seal gap between pipe & structure						
60	33	05	84	00	0105	EA	8" Tap In Existing Precast Concrete Manhole						\$1,270.04
						Installation	Quantity	Unit Price	Factor	=	Total		
							2.00	513.27	1.2372		1,270.04		
							x		x				
							tap and connect to existing catch basin and sand oil separator.						
61	33	14	13	23	0012	LF	8" Class 200, SDR 21 Polyvinyl Chloride (PVC) Pressure Pipe						\$2,131.94
						Installation	Quantity	Unit Price	Factor	=	Total		
							80.00	21.54	1.2372		2,131.94		
							x		x				
							PVC drainage line						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 102230.00
Work Order Title: Deerfield Beach Truck Wash

Section - 33

62	33 14 13 23 0124	LF	1" Schedule 80 Polyvinyl Chloride (PVC) Pipe						\$49.24
		Installation	Quantity		Unit Price		Factor	Total	
			20.00	x	1.99	x	1.2372	=	49.24
		PVC water line							
63	33 14 13 23 0126	LF	2" Schedule 80 Polyvinyl Chloride (PVC) Pipe						\$90.07
		Installation	Quantity		Unit Price		Factor	Total	
			20.00	x	3.64	x	1.2372	=	90.07
		PVC water line							
64	33 14 13 23 0132	EA	1" 90 Degree Elbow, Schedule 80 Polyvinyl Chloride (PVC)						\$40.48
		Installation	Quantity		Unit Price		Factor	Total	
			2.00	x	16.36	x	1.2372	=	40.48
		water line connection accessory							
65	33 14 13 23 0148	EA	1" Schedule 80 Polyvinyl Chloride (PVC) Tees Or Wyes						\$31.07
		Installation	Quantity		Unit Price		Factor	Total	
			1.00	x	25.11	x	1.2372	=	31.07
		water line connection accessory							
66	33 14 13 23 0156	EA	1" Schedule 80 Polyvinyl Chloride (PVC) Coupling						\$15.61
		Installation	Quantity		Unit Price		Factor	Total	
			1.00	x	12.62	x	1.2372	=	15.61
		water line connection accessory							
67	33 14 13 53 0080	EA	6" Diameter x 1-1/4" To 2" Tap Stainless Steel Double Straps, Bronze Body Service Saddle (Mueller BR2S)						\$342.61
		Installation	Quantity		Unit Price		Factor	Total	
			1.00	x	276.92	x	1.2372	=	342.61
		water line taping saddle							
68	33 14 19 00 0016	EA	24" To 36" High, Two Piece, Screw Type, 5-1/4" Shaft, Round Head, Cast Iron Valve BoxIncludes cover, top section and bottom section.						\$710.87
		Installation	Quantity		Unit Price		Factor	Total	
			2.00	x	287.29	x	1.2372	=	710.87
		valve box							
69	33 14 19 00 0020	EA	18" To 24" High Round Head Cast Iron Roadway Or Curb Valve Boxes						\$206.01
		Installation	Quantity		Unit Price		Factor	Total	
			1.00	x	166.51	x	1.2372	=	206.01
		valve box for the hose bib							
70	33 31 11 00 0126	EA	6" Double Combination Wye And 1/8 Bend, Polyvinyl Chloride (PVC) Sewer And Drain						\$1,185.60
		Installation	Quantity		Unit Price		Factor	Total	
			1.00	x	958.29	x	1.2372	=	1,185.60
		drainage connection accessory							
71	33 31 11 00 0130	EA	8" Polyvinyl Chloride (PVC) Cleanout Tees With Plug, Sewer And Drain						\$1,745.02
		Installation	Quantity		Unit Price		Factor	Total	
			2.00	x	705.23	x	1.2372	=	1,745.02
		drainage connection accessory							
72	33 31 11 00 0138	EA	8" Coupling, Polyvinyl Chloride (PVC) Sewer And Drain						\$531.01
		Installation	Quantity		Unit Price		Factor	Total	
			2.00	x	214.60	x	1.2372	=	531.01
		drainage connection accessory							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 102230.00
Work Order Title: Deerfield Beach Truck Wash

Section - 33

73	33	31	11	00	0160	EA	8" Plug Cleanout, Polyvinyl Chloride (PVC) Sewer And Drain									\$440.62
							Installation	Quantity		Unit Price		Factor	=		Total	
								2.00	x	178.07	x	1.2372			440.62	
							drainage connection accessory									
74	33	42	31	00	0417	EA	72" Height, 48" x 54" ID, Precast Concrete Inlet Box									\$4,387.90
							Installation	Quantity		Unit Price		Factor	=		Total	
								1.00	x	3,546.64	x	1.2372			4,387.90	
							catch basin									
75	33	42	31	00	0432	EA	48" x 54" ID, Precast Concrete Inlet Box Top Slab									\$1,078.23
							Installation	Quantity		Unit Price		Factor	=		Total	
								1.00	x	871.51	x	1.2372			1,078.23	
							catch basin top									
76	33	42	31	00	0483	EA	24" x 24", Heavy Duty Inlet GrateFor type A, B, D, or E inlets.									\$344.14
							Installation	Quantity		Unit Price		Factor	=		Total	
								1.00	x	278.16	x	1.2372			344.14	
							catch basin grate									
77	33	42	31	00	0494	EA	3" Catch Basin Riser For Type B And D Inlets (General Foundries 6352 EXT)									\$453.40
							Installation	Quantity		Unit Price		Factor	=		Total	
								1.00	x	366.47	x	1.2372			453.40	
							catch basin riser									
78	33	44	33	00	0021	EA	30" Diameter Galvanized Steel Pyramid Trash Rack With BaffleFor 24" inside diameter concrete pipe.									\$3,526.28
							Installation	Quantity		Unit Price		Factor	=		Total	
								1.00	x	2,850.21	x	1.2372			3,526.28	
							used for the Flo Gard and the FPG-24F insert filter which is not in the catalog									

Subtotal for Section - 33 **\$19,089.93**

Proposal Total **\$191,920.27**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **%**

Subcontractor Listing

Date: February 24, 2022

Re: IQC Master Contract #: FL-R10-GC11-111821-JLC
Work Order #: 102230.00
Owner PO #:
Title: Deerfield Beach Truck Wash
Contractor: Johnson-Laux Construction, LLC
Proposal Value: \$191,920.27

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

02/17/2022

PROJECT: City of Deerfield Beach Engineering / Utilities Dept. Truck Wash

SUBJ: Scope of Work

Summary Scope:

This project consists of constructing a new 48'x70 concrete slab truck wash area with drainage and water supply as per the plans and specification.

Detailed Scope of Work:

Furnish labor, materials and equipment in accordance with the construction documents provided, to construct a new concrete slab on grade truck wash area. Tap into the existing water line to provide water a new supply hose bib and connect the new drainage line into the existing drainage system.

- **SCOPE ITEMS**
- Permit project with local AHJ. Permitting documents and fees By Owner.
- GPR scan work area to locate underground utilities. Relocation of any utilities in conflict is not included in this proposal.
- Demolish the existing concrete slabs and excavate for the new slab on grade.
- Excavate and install the new PVC water line, drainage lines and catch basin.
- Compact the sub-base to the required density.
- Install new 12" thick lime rock base in 6" lifts and compact each lift to the required density.
- Install wooden formwork along the perimeter edges of the slab. Place 10 mil vapor barrier over the lime rock base and install #5 rebar spaced as per the plans.
- Pour 3000psi concrete slab.
- Perform materials testing as required.
- Tie into the existing catch basin and existing sand soil separator to connect the new drainage pipes and accessories.
- Furnish and install a H-20 steel grate fitted with a Flo-Guard catch basin insert and a FPG-24F filter into the catch basin frame. Pumping down of catch basin and/or sand soil separator is by Owner.
- Tap into the existing water line for water service and connect a new hose bib for the truck wash. Proposal based on 35 feet of water line only. The line leaving tap will be a 2" PVC line and reduced down to a 1" PVC line.
- Patch asphalt pavement where it was disturbed for trenching.
- Haul all excess earth and debris off site.

Clarifications:

- Architectural/Engineering Drawings required for permitting shall be provided by Owner.
- Contractor's price proposal to be revised if needed once permit drawings and specifications are provided.
- Permitting fees are by Owner.
- Any soil borings or soil testing required for permitting is not included.
- Removal and disposal of contaminated materials if discovered is not included.
- No bollards are included in proposal. Number and location for bollards could not be determined from the drawings provided.
- Work to be performed during normal/regular business hours as defined: Monday through Friday, 8:00am to 5:00pm with holidays excluded.

- Dumpster to be provided by Johnson-Laux Construction for construction waste
- Prevailing wages is not included in this price.
- Liability insurance included
- No Payment or Performance Bonds have been included.
- Any unforeseen conditions will be priced at an additional cost.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1179

Agenda Date: 4/19/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Work Authorization with Thompson & Associates, Inc. in an amount not to exceed \$470,495.00 for the design of the West Deerfield Drainage Improvement Project; authorizing execution of a Work Authorization; and providing for an effective date. (*Funds from Account #186-8000-554-32-99 - American Rescue Plan Act*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$470,495

Account Name: American Rescue Plan Act

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

Background/History

This project addresses a stormwater drainage deficiency affecting an area south of West Hillsboro Boulevard, east of South Powerline Road, north of Tilford Drive, and west of the Century Village development. The existing drainage infrastructure in the West Deerfield subdivision is not adequately sized or in sufficient numbers to convey stormwater runoff without the occurrence of flooding during intense storm events, as validated by the results from the Existing Conditions Assessment, performed under the Stormwater Management and Flood Resiliency Strategies Master Plan with information from residents received via e-mail, web survey or public meeting comments confirming that there are level of service deficiencies in the affected area.

The improvement consists of upsizing the existing drainage infrastructure in the problem area, constructing new drainage infrastructure including ditch bottom inlets, manholes, piping, and exfiltration, and constructing a second stormwater gravity outfall from the existing stormwater pond to the canal. The additional infrastructure will help to provide better conveyance of runoff from the roadside into the subsurface drainage systems. An underground stormwater pump station is proposed at the Ada Graham-Johnson Park to pump stormwater from the problem area to the canal on the west side of South Powerline Road. The pump station will act to reduce the travel time required for runoff to reach the outfall. It was determined that a secondary outfall was beneficial for the existing stormwater pond to better control elevated peak stages in the pond. Model results from the existing conditions analysis suggested that elevated peak stages in the stormwater pond were contributing to upstream flooding in the West Deerfield subdivision. Therefore, by increasing the rate at which stormwater is discharged from the pond, peak stages in the pond and upstream flooding in the subdivision were reduced when compared to the existing conditions. Additionally, an upsized control structure was proposed for the stormwater pond that would allow higher flow rates to be discharged from the pond. It was assumed that the gravity outfall would be constructed using the jack & bore technique, rather than open cut construction, to minimize disruption along South Powerline Road.

Current Activity

The goal of this effort is to develop a cost effective and feasible engineering solution to address flooding in the West Deerfield area by providing additional infiltration and a positive drainage outfall to reduce the severity and duration of flooding. These improvements meet **federal and state regulatory programs**. Predicted changes in future climate and sea level rise require specific strategies to ensure stormwater infrastructure will perform to its design level of service. The project allows the City to improve and expand service levels. Improvements to the project area will improve the City's compliance and reduce the impact of flooding on adjacent properties.

In accordance with RFQ #21-11-IG, the City requested interested vendors from the City's CCNA contracted Consultants pool to provide qualifications for preparation of construction documents and permitting services for stormwater improvements to West Deerfield. Qualifications were received and assessed by the evaluating panel. The firm Thompson & Associates was deemed as the most qualified consultant. The city negotiated the attached Consultant proposal.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach approve a Work Authorization with Thompson & Associates for an amount not to exceed \$470,495 for the design of the West Deerfield Drainage Improvement Project.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH THOMPSON & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$470,495.00 FOR THE DESIGN OF THE WEST DEERFIELD DRAINAGE IMPROVEMENT PROJECT; AUTHORIZING EXECUTION OF A WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to RFQ #21-11-IG and Section 287.055, Fla. Stat., the City entered into multiple continuing contracts with qualified firms, including Thompson & Associates, Inc. ("Thompson"), for the provision of professional architectural and engineering consulting services on an as needed basis (the "Continuing Contract"); and

WHEREAS, the City requested interested vendors from the City's pool of continuing contracts consultants to provide statements of qualifications for the design of the West Deerfield Drainage Improvement (the "Project"); and

WHEREAS, City staff deemed Thompson to be the most qualified firm for the Project and requested a proposal from Thompson with a scope of work for professional services for the Project; and

WHEREAS, the services will consist of utility locates services, engineering design, permitting, preparation of construction document, bidding services, and construction contract administration services (collectively, the "Services"); and

WHEREAS, City Staff recommends the City Commission approve and authorize execution of a work authorization with Thompson, attached as Exhibit "1," for the Services in an amount not to exceed \$470,495.00 (the "Work Authorization").

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 Work Authorization with Thompson, attached as Exhibit "1," for the Services in an amount not to exceed \$470,495.00.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with Thompson for the Services, attached as Exhibit "1," together with such terms 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.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

WORK AUTHORIZATION
BETWEEN
THE CITY OF DEERFIELD BEACH
AND
THOMPSON & ASSOCIATES
FOR PROFESSIONAL SERVICES

This Work Authorization is entered into this ____ day of _____, 20__, by and between City of Deerfield Beach, Florida, with its principal business address located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441, hereinafter referred to as "City",

AND

_____, a Florida _____, with its business address located at _____, hereinafter referred to as "Consultant".

WHEREAS, the City and the Consultant have entering into a master CCNA continuing services contract dated April 12th, 2021, RFQ #21-11, (The Continuing Contract) and consultant has been approved to provide the services contemplated herein; and,

WHEREAS, the City and the Consultant desire to enter into this Work Authorization to provide for the Consultant to perform certain professional services in accordance with the terms and conditions of this Work Authorization.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Consultant agree as follows:

SECTION 1
SCOPE OF SERVICES

1. Consultant agrees to perform certain professional services for the City pursuant to The Continuing Contract, as specifically described in the scope of services attached as Exhibit "A" to this Work Authorization (the "Services"), both of which by this reference are incorporated into this Work Authorization in its entirety during the Term and within the timeline provided for in this Work Authorization.

SECTION 2
COMPENSATION

2. In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant an amount not-to-exceed \$_____ as further detailed in Exhibit "A". Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 4, City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

SECTION 3
TERM OF WORK AUTHORIZATION

3. The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until the Services are completed to the City's satisfaction (the "Term"), unless terminated earlier pursuant to Section 4 of this Work Authorization.

SECTION 4
TERMINATION OF WORK AUTHORIZATION

4. City may terminate this Work Authorization for convenience by giving the Consultant thirty (30) days advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 5
CONTINUING CONTRACT

5. The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 6
INDEPENDENT CONSULTANT

6. Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health

insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7

INDEMNIFICATION / HOLD HARMLESS CLAUSE

7. Consultant shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

SECTION 8

INSURANCE

- 8.1 The CONSULTANT shall satisfy the insurance requirements stated herein. The CONSULTANT shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the CITY. The CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.

8.2 General

- 8.2.1 The CONSULTANT shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.
- 8.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County,

Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall specifically protect CITY and the Deerfield Beach City Commission by naming CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.

8.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is complete including all renewal terms. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

8.2.4 CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONSULTANT uses a Subconsultant, CONSULTANT shall ensure that Subconsultant names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

8.3 CONSULTANT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars(\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than

one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. CONSULTANT shall notify the CITY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. CONSULTANT acknowledges that the CITY is relying on the competence of the CONSULTANT to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to CONSULTANT's negligent errors and omissions, CONSULTANT shall promptly rectify them at no cost to CITY and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on, about or over navigable waterways, evidence of a coverage endorsement for U.S. Longshoremen and Harbor Workers Act (USL&H), and/or Jones Act, for maritime laws coverage shall be included. The Policy shall include a waiver of subrogation for all liability arising out of this contract. If exempt for Worker's Compensation, proper documentation shall be provided.

SECTION 9

NON-APPROPRIATION OF FUNDS

9. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City.

SECTION 10
MISCELLANEOUS

10. Consultant shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 11
AUDIT AND INSPECTION RIGHTS

- 11.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.
- 11.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 12
AMENDMENTS AND ASSIGNMENT

- 12.1 This Work Authorization together with Exhibit "A" between Consultant and City and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 5. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 12.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 12.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 13
NOTICES

13. Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Notices section of the Continuing Contract.

SECTION 14
GOVERNING LAW AND VENUE

14. This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 15
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

15. Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 16
NON-DISCRIMINATION

16. Consultant represents and warrants to the City that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 17
PUBLIC RECORDS

17. Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City.

SECTION 18
SEVERABILITY

18. If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 19
SURVIVAL

19. All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 20
JOINT PREPARATION

20. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH AND
_____ FOR PROFESSIONAL SERVICES**

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

CITY

CITY OF DEERFIELD BEACH

By: _____

This ____ day of _____, 20__.

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

Anthony C. Soroka, City Attorney

CONSULTANT

By: _____

Name: _____

Title: _____

This ____ day of _____, 20__.

EXHIBIT A

SCOPE OF SERVICES

PHASE I – VERIFICATION REPORT

1. Attend coordination meetings with the project team.
2. Review the “West Deerfield Stormwater Capital Improvement Project 30% Design” report, completed by Geosyntec Consultants February 2022.
3. Create Sunshine 811 Design Ticket and contact utility owners to collect underground infrastructure records.
4. Collect available as-built information and input data into parcel map from Broward County Property Appraiser.
5. Conduct geotechnical testing as required for the proposed improvements, including exfiltration tests to obtain representative k-values, standard penetration tests to identify existing soil strata, and pavement cores to assist with restoration of roadways.
6. Complete the survey for the project area.
7. Complete the utility designation.
8. Create an existing conditions plan of the project area.
9. Develop a Verification Report (VR) which will include up to three (3) schematic design alternatives based on information completed in this phase.
10. Present findings of the VR to the City for review.
11. Attend one (1) coordination meeting with the City to finalize the schematic design option selected from the VR.

PHASE II – DESIGN PHASE (60%)

1. Attend coordination meetings with the project team.
2. Complete the 60% design plans for the option selected from the VR submittal.
3. Complete the subsurface utility engineering test holes in specific locations based on the proposed drainage infrastructure.
4. 60% plans will include existing conditions plans, drainage plans, stormwater pump station with electrical design and force main plans (if relevant), plan specifications, and plan details.
5. Update drainage calculations and computer modeling (ICPR v4) to match the 60% design plans.
6. Complete the Engineer’s Estimate of Probable Construction Cost (20% contingency).
7. Submit 60% design package to the City for review.
8. Attend one (1) coordination meeting with the City to discuss the 60% design comments.

PHASE III – FINAL DESIGN PHASE (90%)

1. Attend coordination meetings with the project team.
2. Complete the 90% design plans addressing the City's comments for the 60% design submittal.
3. 90% plans will include existing conditions plans, drainage plans, restoration plans, stormwater pumping with electrical design and force main plans (if relevant), pavement marking and signage plans, plan specifications, plan details, and Stormwater Pollution Prevention Plans (SWPPP).
4. Complete the Engineer's Estimate of Probable Construction Cost (10% contingency).
5. Submit 90% design package to the City for review.
6. Attend one (1) coordination meeting with the City to discuss the 90% design comments.

PHASE IV – PERMITTING SERVICES

Consultant will complete permitting associated with the infrastructure design identified in this proposal that is required for the following agencies:

1. FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)
2. BROWARD COUNTY RESILIENT ENVIRONMENT DEPARTMENT (BC RED)
3. BROWARD COUNTY WATER CONTROL DISTRICT #2 (BC WCD #2)
4. BROWARD COUNTY PARKS AND RECREATION DIVISION (BC P&R)
5. SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD)
6. CITY OF DEERFIELD BEACH – ENGINEERING DEPARTMENT

PHASE V – CONSTRUCTION DOCUMENTS (100%)

1. Review comments generated by jurisdictional permitting agencies identified in Phase V.
2. Attend coordination meetings with the project team.
3. Finalize the 100% design plans addressing the jurisdictional permitting agencies' comments and City comments for the 90% design submittal.
4. 100% plans will include existing conditions plans, drainage plans, restoration plans, stormwater pumping with electrical design and force main plans (if relevant), pavement marking and signage plans, plan specifications, plan details, and Stormwater Pollution Prevention Plans (SWPPP).
5. Finalize the drainage calculations and computer modeling (ICPR v4) to match the 100% design plans.
6. Finalize the Engineer's Estimate of Probable Construction Cost (no contingency).
7. Submit 100% (final) design package to the City for use in the procurement of a contractor.

PHASE VI – BIDDING ASSISTANCE

1. The CONSULTANT shall assist the City during the bidding phase as required.
2. Reproduce and mail bid documents within three (3) calendar days of receiving a request and payment for documents. CONSULTANT can charge a reasonable fee to potential bidders and others that request bid documents. CONSULTANT will not charge City for bid document reproduction and delivery for bid documents for which payment was received from the potential bidders or others.
3. Conduct one (1) pre-bid conference and one (1) job walk-through, if necessary, prepare and distribute, as warranted, a technical/non-technical summary of each to all bidders and attendees within three (3) calendar days after the pre-bid conference and job walk-through.
4. Provide timely responses to the inquiries of prospective bidders by using written addenda. These queries and responses shall be documented and a record of each shall be transmitted to Contract Administrator on a same day basis. CONSULTANT shall prepare and distribute necessary addenda as approved by the Purchasing Division and the Contract Administrator.
5. Within seven (7) calendar days of receipt of copies of bids, provided by City, evaluate the bids for technical completeness, full responsiveness to technical requirements and prices, including alternative prices and unit prices, and, if requested, shall make a written recommendation to Contract Administrator in regard to award of the contract. City shall evaluate non-technical bid requirements.
6. Provide six (6) sets of contract documents for execution by City and Construction Contractor within seven (7) calendar days of request by Contract Administrator.
7. Participate to the proportionate extent CONSULTANT is responsible, if rebidding or protest hearings are required due to a direct action or lack thereof by CONSULTANT, at no cost to City.

PHASE VII - CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

1. Attend construction kick-off meeting.
2. Review shop drawings.
3. Conduct engineering observations during critical tests and construction activities in order to certify that the installed infrastructure associated with the design was completed in general accordance with the conformed set of design plans.
4. Assist the client and/or contractor with issues and questions during construction.
5. Review as-built drawings submitted by contractor.
6. Review geotechnical test results.
7. Attend construction progress meetings and coordination meetings.
8. Certification and close-out of permits; including the conversion of the Environmental Resource Permit (ERP) from construction to operation.

SCHEDULE

PHASE I	VERIFICATION REPORT	6 MONTHS
PHASE II	DESIGN (60%)	3 MONTHS
PHASE III	FINAL DESIGN (90%)	2 MONTHS
PHASE IV	PERMITTING	3 MONTHS
PHASE V	CONSTRUCTION DOCUMENTS (100%)	1 MONTH
PHASE VI	BIDDING ASSISTANCE	3 MONTHS
PHASE VII	CONSTRUCTION ADMINISTRATION	12 MONTHS

SERVICES NOT INCLUDED

1. Landscape architecture design
2. Irrigation design
3. Structural engineering
4. Tree removal permits
5. Wall or fence design
6. Lighting design
7. Site Planning services

The above scope will be completed for a fee, as defined below:

PHASE I - VERIFICATION REPORT	\$	80,000.00
Ross Engineering (Modeling)	\$	15,000.00
Survey	\$	39,377.00
Subsurface Utility Locates	\$	9,800.00
Geotechnical	\$	10,500.00
PHASE I - TOTAL	\$	160,877.00
PHASE II - DESIGN (60%)	\$	104,471.00
Ross Engineering (Modeling)	\$	15,000.00
Subsurface Utility Testholes (\$450/hole)	\$	45,000.00
Electrical Engineering	\$	5,000.00
PHASE II - TOTAL	\$	169,471.00
PHASE III - FINAL DESIGN (90%)	\$	74,647.00
Ross Engineering (Modeling)	\$	5,000.00
Electrical Engineering	\$	5,000.00
PHASE III - TOTAL	\$	84,647.00
PHASE IV - PERMITTING	\$	20,000.00
Ross Engineering (Modeling)	\$	5,000.00
PHASE IV - TOTAL	\$	25,000.00
PHASE V - CONSTRUCTION DOCUMENTS (100%)	\$	25,000.00
PHASE V - TOTAL	\$	25,000.00
PHASE VI - BIDDING ASSISTANCE	\$	5,000.00
PHASE VI - TOTAL	\$	5,000.00
LUMP SUM TOTAL	\$	469,995.00
PHASE VII – CONSTRUCTION ADMINISTRATION (Hourly NTE)	\$	TBD
REIMBURSABLE	\$	500.00
GRAND TOTAL	\$	470,495.00

March 31, 2022

Mr. George Krawczyk, P.E.
Thompson & Associates
412 SE 18th St.
Ft. Lauderdale, FL 33316

Re: Deerfield Beach Stormwater Pump Station
Electrical Engineering Services Proposal

Dear George:

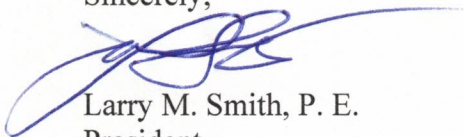
Smith Engineering Consultants, Inc. (SEC) is pleased to provide this proposal for the above referenced project. We propose to provide the following scope of services:

1. Initial site visit and review of preliminary project documents.
2. Request/coordinate electrical service to the site with FPL.
3. Electrical design, including power, control, instrumentation, and SCADA/telemetry for the installation of a new stormwater pump station electrical system. This electrical system will include, but not be limited to, the electrical service, pump control panel and level controls, RTU, conduits and wiring.
4. Submit 60%, 90% and 100% plans, specifications, and cost estimate.
5. Attend up to two (2) review meetings with the project team and the City.

SEC will prepare contract documents, suitable for bidding, permit, and construction. We will respond to questions during the bid process and assist in preparing addendums. We propose to furnish drawings in AutoCAD format using base plan drawings provided by Thompson & Associates.

Our lump sum fee to provide the services described above is \$10,000. Thank you for using Smith Engineering Consultants as the source for these engineering services. We look forward to working with you on this project.

Sincerely,



Larry M. Smith, P. E.
President



AGREEMENT

FOR

Professional Stormwater Modeling & Hydraulic Analysis Services

RE: West Deerfield Stormwater CIP | Deerfield Beach, FL

Agreement Between

Thompson & Associates

and

ROSS ENGINEERING, INC.

Prepared by:
Ross Engineering, Inc.
Robert J. Ross, P.E.



April 1, 2022

Thompson & Associates

Attn: George Krawczyk, PE,
412 SE 18th Street
Fort Lauderdale, FL 33316
P: 954-761-1073

Re: West Deerfield Stormwater CIP- Stormwater Modeling & Hydraulic Analysis Services

Dear Mr. Krawczyk

Pursuant to your request, **Ross Engineering, Inc.** ("ENGINEER") is pleased to submit to **Thompson & Associates** ("CLIENT") the following proposal for professional stormwater modeling & hydraulic analysis services on a Municipal neighborhood improvement project in **Deerfield Beach, Florida**. The proposal is based on our understanding of the scope of work and the information discussed on the phone the field and from emails received.

Our proposed scope of services and fees are as follows:

I. Engineering Services

1. Stormwater Flood Routing Modeling using ICPR 4.0

Perform a City roadway flood routing analysis using local hydrology parameters and proposed hydraulic connections that adequately drain the roadway right of way (from right of way line to right of way line only) through the use of proposed drainage pipes, catch basins, manholes, proposed pump station(s), along with a proposed control structure and outfall to the adjacent secondary canal system controlled by Broward County Water Management and regulated by Broward County EPD. For the proposed infrastructure improvements, flood routing modeling will be performed for the required simulation run on the 10 year 24 hour event ensuring that the roadway crown of road is not comprised. Additionally, a simulation for the 25 year 3 day event will be modeled for the control structure that limits the discharge to the county canal to 35 CSM to set the weir and bleeder elevations.

2. Hydraulic Modeling of Drainage System Network

Perform a hydraulic analysis using either ICPR 4.0 or other hydraulic modeling software such as Stormcad to accurately size the pipe diameters of the drainage system using the 5 year storm event. Tailwater analysis for the canal system will be performed and coordinated closely with Broward County EPD staff.



3. Preparation Drainage Report

Prepare a drainage report for the project that includes our approach, input data, output results for both the roadway basin flood routing and hydraulic analysis of the drainage system pipe network.

4. Permitting Assistance

Modify model(s) and revise drainage report from any surface water permitting comments from Broward County EPD. Provide responses to comments associated with the modeling and drainage report.

Lump Sum.....\$40,000

II. MISCELLANEOUS

1. Reimbursable Expenses:

Reimbursable expenses shall include printing, copying, postage, courier, etc.

Not-to exceed.....\$500

2. Meetings

Attendance at "client requested" meetings with outside permitting agencies, internal team meetings and any other requested city client meetings

Hourly.....\$150/hr Not-To-Exceed..... \$2,250 (15 hours)*

*As requested and authorized by the Client only

III. SERVICES NOT INCLUDED

Additional services may or may not be required as authorized in writing by the Client. Additional services could include but are not limited to the following:

1. Engineering Plans
2. Demolition Plans
3. Architectural Design
4. Mechanical/Electrical/Plumbing Design
5. Geotechnical Sub-Surface Exploration for Buildings
6. Geotechnical Soils Percolation Testing
7. Utility Design Plans and Permitting
8. FDOT Driveway Connection Design/Permitting
9. Irrigation Design
10. Water and Sanitary Sewer Design/Permitting
11. Off-site Water and Sanitary Sewer Design
12. FDOT Utility Connection Design/Permitting
13. Off-site Water and Sewer Taps and Profiles
14. Well Design (potable and irrigation)



15. Lift Station Design
16. Septic Design
17. Environmental Consulting Services
18. NPDES PPP Operation phase Inspections
19. NPDES Permitting
20. Plan changes requested by Client after approval of the conceptual engineer's plan.
21. Construction contract administration required in connection with contractor's errors, retesting, or litigation.
22. Services required by additional governmental regulations which might be put into effect after the date of this agreement.
23. Any additional services requested by the Client.

IV. Information Provided by Others

1. Topographic Survey in NAVD 1988
2. Proposed Roadway Drainage Design Plans
3. Soils Testing, if necessary
4. GIS maps from City, if available

V. Scope of Services

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work", subject to the fees hereinafter set forth. The terms hereof shall be construed in favor of the firm and all inferences and implications shall be deemed to be for the benefit of the firm.

In reviewing this proposal for professional services, it should be understood that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the CLIENT, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize, and we ask that the CLIENT recognize that as a project progresses the scope of services as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "Hourly Fee



Schedule" section of this proposal or we can provide you a separate proposal should the scope so indicate.

Hourly Fee Schedule:

Principal Engineer	\$200/hr
Senior Engineer.....	\$175/hr
Project Engineer.....	\$150/hr

Invoicing Milestones

1. **Verification Report Stage**\$25,000
(+ charges reimbursable Expenses + Client requested Meetings)
2. **60% Submittal Stage**\$12,500
(+ charges reimbursable Expenses + Client requested Meetings)
3. **Permitting**.....\$2,500
(+ charges reimbursable Expenses + Client requested Meetings)

SUBTOTAL.....\$40,000

4. **Meetings (15 hours @ \$150/hour)**.....\$2,250
(As Requested by the Client Only - Not-to-Exceed)

LUMP SUM TOTAL.....\$40,000

HOURLY NOT-TO-EXCEED TOTAL.....\$ 2,250

Sincerely,

4/1/2022

Robert J. Ross, P.E.
Ross Engineering, Inc.
Principal

The undersigned is authorized to sign this Agreement on behalf of **Thompson & Associates** and Ross Engineering, Inc. may rely on his representation.

By: _____ Date: _____ Title: _____

Main Office: Broward & Palm Beach Counties

3325 S. University Drive, Suite 111
Davie, FL 33328
Office: (954) 318-0624
Fax: (954) 358-0190

Miami-Dade County/ Miami

17670 NW 78th Avenue, Suite 214
Miami, FL 33015
Office: (786) 468-8304
Fax: (305) 392-1019

Hernando, Hillsborough, & Pasco Counties

5112 Teather Street
Spring Hill, FL 34608
Office: (352) 686-8712
Fax: (954) 358-0190



ESTIMATE

Date:04/04/2022
Quote#: 2499
Expiration Date:

Florida's Soft Dig Specialists
TO: George Krawczyk, PE
Thompson, Inc
412 SE 18th St
Ft Lauderdale, FL 33316
gkrawczyk@thompson-inc.com
Mobile: (954) 650-4654

US Utility Potholing & Air Excavation
4630 NE 11th Ave, Oakland Park, FL 33334
Phone 954-937-1488 Fax 954-271-1149
www.usutilitypotholing.com

NOTE*****
Sales Person: Chuck

2499 - Deerfield Beach West Drainage Proposal				
Item #	QTY	Description	Unit Price	Line Total
1	1	Utility Locating approximatley 9100 LF	\$9,800.00	\$9,800.00
3	100	Utility Potholing Hard Surfaces \$450.00	\$450.00	\$45,000.00
4		Utility Potholing Natural Ground \$350.00	TBD	TBD
5	1	Reporting for 100 test holes	\$2,000.00	\$2,000.00
6	1	Traffic Control Powerline Rd	\$3,000.00	\$3,000.00
7		Deerfield Beach West Drainage Proposal Powerline and NW 2nd Ct. Locate Streets and Right of Ways where the proposed storm drains will be put in. Approx 9100' If of locating underground utilities.		
8				
9				
10				
11				
12				
13				
14				
TRAFFIC CONTROL				
17				
18				
19				
20				
21				
22				
23			TBD	#VALUE!
TRAVEL				
24		Travel Time (per hour)	\$150.00	
25				
REPORTING				
26		Subsurface Utility Report (1-5 potholes)(each utility)	\$100.00	\$0.00
27		Subsurface Utility Report (5-10 potholes)(each utility)	\$200.00	\$0.00
28		Subsurface Utility Report (10-20 potholes)(each utility)	\$300.00	\$0.00
29		Subsurface Utility Report (20-30 potholes)(each utility)	\$400.00	\$0.00
30		Subsurface Utility Report (30-40 potholes)(each utility)	\$500.00	\$0.00
31		Subsurface Utility Report (40-50 potholes)(each utility)	\$600.00	\$0.00
32		CD Electronic Copy of SUR (PDF format)(each)	\$50.00	\$0.00
OTHER COSTS				
33		Night Work Premium (PER NIGHT)	\$500.00	\$0.00
34		Stand-By Time (PER HOUR)	\$250.00	\$0.00
35		Dig Alert Delineation and Mark Out	\$100.00	\$0.00

Excluded: Permit and Deposit Fees to be paid by client prior to start of work
Encroachment & Traffic Permits _____ Parking Meter Buyouts _____
Deposit _____

USUPAE To:
Delineate for USA Dig-alert mark-outs
Vacuum excavate each site, determine depth and with stake for future survey
Back-fill, compact and temporary patch as required.
Mark each location with PK nails and paint or with stake for future survey
Prepare a "Subsurface Utility Report" w/data, photo and PH Locations map
Customer to:
Provide Permit and Deposit Fees Prior to start of work
Process City ROW/Traffic Permits and Parking Meter Closure signs as necessary
Set traffic control (MOT) per approved plans for potholing sites
Supply pothole locations prior to work and mark on ground locations of proposed Potholes
Standard notes:
Terms : NET 30
The above is an "estimate",final costs will be determined by the actual number of work
hours and travel time logged
A cancellation fee may apply if job is canceled at site.
Final pricing will be determined by actual depth and total # of potholes
& temporary asphalt patching/Concrete patching needed.
If night work is required there will be an additional \$500.00 fee.
Asphalt, concrete and paver restoration falls outside of our scope of work if full restoration is required
this expense will fall onto client.

Subtotal	\$59,800.00
Sales Tax	
Total	\$59,800.00
Vacuum Excavation is a non-destructive technique used to safely expose utilities using a combination of compressed air and vacuum. Once the utility has been exposed, vertical elevation, diameter and material can be obtained. Conditions such as groundwater, hard, rocky soils, sub-surface obstructions and targets at deep elevations can limit the effectiveness of vacuum excavation. Targets beyond the limitations of the vacuum system may be probed with air lance. This is an effective technique in determining elevation but ineffective to verifying size and material of utility. We will attempt to vacuum excavate predetermined sites. If soil conditions Prove too be to difficult we reserve the right to cease in our efforts so not to create an unsafe environment to our employees and or general public.	

Quotation prepared by: Chuck Faust

This is a quotation on the goods named, subject to the conditions, inclusions and/or exclusions noted above.
To accept the quotation, sign here and return.

X: _____ Date: _____
Designating underground utilities is not an exact science. Therefore, consultant expresses no guarantees that using one or any of the available technologies for identifying utilities/structures will identify all utilities/structures and/or meet the objective of each individual project. Client understands the limitations within the available technology the complexity of site conditions and circumstances beyond the control of the consultant may limit the performance/results of consultants services.
Designating underground utilities is not an exact science. Therefore, consultant expresses no guarantees that using one or any of the available technologies for identifying

April 1, 2022

Thompson & Associates Inc.
George Krawczyk, PE
Senior Project Manager
412 SE 18th Street
Fort Lauderdale, FL 33316

Mobile: (954) 650-4654
Email: gkrawczyk@thompson-inc.com

Subject: Proposal/Agreement for Geotechnical Engineering Services
 Deerfield Beach West Drainage
 Deerfield Beach, FL
 GCES Proposal No. P10-0322006

Dear George:

GCES Engineering Services, LLC (GCES) is pleased to present this proposal/agreement for performing geotechnical engineering services for the above referenced project.

PROJECT INFORMATION

GCES understand the proposed construction will consist of the installation of an 16-Inch Diameter water main pipes and a pump station for the City of Deerfield Beach

The purpose of the geotechnical services is to obtain subsurface soil data to evaluate the installation of the pipes. The scope of this study included subsurface exploration, field testing, laboratory testing, engineering analysis and evaluation of the pipe foundation materials.

The total length of pipe installation will be approximately 8,290 In, ft. and the pump station will be about 30 feet deep. We understand that the proposed construction method will consist of cut and cover (open cut) method. The proposed water main will have 3-foot cover and we do not anticipate the trench will be more than 10 feet deep.

We also understand that Usual Open Hole tests in general accordance with South Florida Water Management District (SFWMD) testing procedures are required to determine drainage characteristics at the above referenced site. The results of the exfiltration tests will enable us to calculate the Hydraulic Conductivity ("K" value) of the existing soils at the test locations for drainage evaluation by the Civil Engineer.

If the information herein is not accurate, please inform us immediately. Based on your request for proposal, the information provided and our understanding of the project, we propose the following scope of work and fee schedule.

SCOPE OF SERVICES

The purpose of the geotechnical services is to obtain information on the subsurface soils and groundwater at the site for the proposed HDD. The field program will consist of providing the following services:

- Site Reconnaissance: A geotechnical engineer will conduct a site reconnaissance prior to the subsurface exploration. The site reconnaissance will note surface features that may impact or require consideration regarding the planned subsurface exploration, along with features indicative of general geotechnical conditions that may be encountered at the site.
- Subsurface Exploration: Perform a total of 12 Standard Penetration Test (SPT) borings along the water main pipe alignment to depths of 10 feet deep.
- Exfiltration Test: In addition, GCES will conduct five (5) exfiltration test "Usual Open Hole tests" to depths of 10 feet below existing ground surface in accordance with South Florida Water Management District (SFWMD) to determine the hydraulic conductivity of the subsoils for drainage improvements.
- Sampling: Sampling of the test borings will be conducted in general accordance with ASTM D1586 standards. Continuous samples are typically obtained in the top 10 feet, and one sample is generally obtained every 5 feet for the remaining depth of the boring.
- Groundwater levels measured during the field investigation will be noted in the boring logs.

GCES will store the samples in our laboratory facility for a period of 6 months after field work completion. After 6 months, we will consultant will GCES prior to final disposition of stored samples.

Subsurface conditions may be encountered which merit alterations of the field borings and/or sampling programs described above. We will discuss any unfavorable soil conditions encountered with you and together determine the appropriate course of action. Materials encountered at the test locations will be identified in the field, from SPT Spoon sampling brought to the surface by the drilling process. Upon completion of drilling the borings and observation of groundwater levels the boreholes will be backfilled with a combination of soil cutting and grout.

Site Access and Boring Locations

We will contact SSOCOF regarding location of underground utilities at the project site. By state law, the utility locator services are afforded a minimum of 2 full business days to clear or locate and mark utilities prior to commencement of drilling. Please note, however, that the utility locating service can locate utilities within public rights-of-ways and easements, but generally is not able to locate privately owned utilities. GCES is not responsible to the extent of any loss, damage, or injury caused by the failure to locate a utility properly or by inaccurate and/or incomplete information provided by others.

Items to be provided by the client include the right of entry to conduct the exploration and an awareness and location of any subsurface utilities existing in the area, including those privately held and/or not members of Sunshine State One Call of Florida (SSOCOF). Also, if there are any other restrictions or special requirements regarding this site or exploration, these should also be known prior to our commencing fieldwork.

This proposal is based on the boring locations being accessible to a conventional truck mounted drill rig without any clearing being necessary, no permit is required to perform our field work and the work can be performed during normal business hours. If permit is required, it will be provided by the owner.

The boring locations will be marked in the field by GCES personnel using layout procedures. Please note that we may be required to shift our planned boring locations depending upon utility locations at the planned boring locations. The surveying of the boring locations and elevations is not included in the geotechnical scope of work. Approximate elevations can be estimated from a provided topographic site plan. If a specific elevation reference is desired, then it will be necessary to survey the borings, the scope of which has not been included in this proposal.

Traffic Control

The field exploration may require a Right of Way (ROW) Permit to be issued by City of Sunny Isle Public Works Departments prior commencing the field work. In addition, GCES Maintenance of Traffic (MOT) plans showing the proposed roadway closure or roadway security measures which may require the use of an off-duty police officer may also be needed prior commencing the field work. The standards of practice that will be used for Maintenance of Traffic (M.O.T.) will be obtained from the FDOT Design Standards. We note that our deliverables schedule will be dependent on review and approval of the permits and MOT submittals. **GCES should be notified if any MOT will be required so we can adjust our proposal to account for such.** Our estimate includes the use of cones and if MOT is required, we will discuss this requirement with you and together determine the appropriate steps to obtain the permits.

Laboratory Evaluations

Moisture and organic content tests and classification tests (i.e. grain size analysis, #200 sieve wash) will be performed on representative split-barrel samples to aid in classification. Soil samples will be

visually classified in general accordance with the Unified Soil Classification System (USCS). Laboratory testing on rock samples is not included in our scope of services.

Engineering Analysis and Report

After completion of the field and laboratory testing programs, the data and conditions will be analyzed and a report will be prepared by or under the supervision of a registered professional engineer in the state of Florida. This report will contain the following:

- A brief review of our test procedures and the results of testing conducted;
- Classification of soils recovered during the testing;
- A brief review of our test procedures and a summary of the results of testing conducted;
- Boring location plan, computer generated boring logs with soil stratification based on visual soil classification and groundwater levels;
- Borehole water level measurements at the test locations;
- Calculated hydraulic conductivity values based on our field testing; and
- A summary of the area and site geologic conditions;
- Review of the county soil survey map
- Our assessment of the suitability of on-site soils for use as structural fill;
- Backfill placement and pipe bedding recommendations;
- Provide geotechnical design parameters (i.e. unit weights, angle of friction and earth pressure coefficients, where applicable) for design of temporary shoring system, design of sheet piles, thrust blocking and/or coefficient values for the design of restrained joints. The soils parameters will be estimated from the results of the test borings and based on our experience on soil/rock conditions in South Florida;
- Anticipation of groundwater control; and
- Review field data, and then evaluate said data to provide recommendations for pipe installation and trench excavations based on the anticipated construction and boring results.

One signed and sealed electronic copy in pdf format of the geotechnical exploration report will be provided.

Please note that Borehole water level information will be determined at the test locations; Any dewatering system required for the project should be designed by a specialty professional engineer registered in the State of Florida employed by the contractor. Dewatering of excavations and methods is the responsibility of the contractor.

COMPENSATION

Based on a single mobilization of the required personnel to and from the site, and the work scope outlined herein, we will perform the geotechnical exploration as outline below:

Field Work, Laboratory Testing And Geotechnical Engineering Services\$10,550.00

If poor subsurface conditions are encountered which warrant additional work we will contact you to discuss the conditions and together determine how best to proceed. Unless otherwise instructed, invoices will be submitted. GCES invoice will be submitted to your attention at the above address upon completion of the proposed services. The fee is valid for ninety (90) days from the date of this proposal. If the assumptions listed herein are not valid, there may be additional charges.

SCHEDULE

Services will be initiated upon receipt of a written notice to proceed. Once we have received your written notice to proceed, we anticipate the field services will be completed within 2 to 3 working days assuming that we will be allowed to perform the field work as a continuous effort and normal weather conditions; and that underground utilities are cleared by the locating services in a timely fashion. The geotechnical report should be available within approximately 12 to 15 working days after the field work is complete.

ADDITIONAL SERVICES

Adjustments to the scope of services described above may be necessary if additional project information related to our work are altered. If you would like us to perform additional services beyond the scope describe above, let us know and we will issue a short Supplemental to the Agreement form, or Supplemental Proposal, which outlines the additional work to be performed and the associated fees.

CLOSING

This proposal may be accepted by executing the signature page of this proposal and returning an executed copy to GCES. The terms, conditions and limitations stated in the attached Agreement for Services (and sections of this proposal incorporated therein), shall constitute the exclusive terms and conditions and services to be performed for this project. Once the signature page is signed and received by GCES, the client will pay an initial retainer fee and commencement of the work will begin.

Thompson & Associates Inc.
Deerfield Beach West Drainage
GCES Proposal No. P10-0322006

GCES Engineering Services, LLC. appreciates the opportunity to present this proposal. We look forward to working with you on this and future projects.

Respectfully,

A handwritten signature in blue ink, appearing to read "Alejandro R. Montenegro", with a long horizontal flourish extending to the right.

Alejandro R. Montenegro, PE
President/CEO



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1180

Agenda Date: 4/19/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Work Authorization with Craig A. Smith & Associates, Inc. in an amount not to exceed \$171,090.00 for the design of the SE 8th Avenue Drainage Improvement Project; authorizing execution of the Work Authorization; and providing for an effective date. (Funds from Account #186-8000-554-32-99 - American Rescue Plan Act/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: \$171,090.00

Account Name: American Rescue Plan Act/Other Contractual Services

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

Background

The proposed project addresses a stormwater drainage deficiency affecting an area east of SE 6th Avenue, south of SE 3rd Court, north of SE 7th Street, and west of S Federal Highway. This area experiences frequent flooding, as validated by results from an assessment performed under the Stormwater Management and Flood Resiliency Strategies Master Plan with information from 188 drainage complaints from residents received by the City via e-mail, web survey, or public meeting comments from June 2017 to December 2020, and then additionally from final public meetings in September 2021.

It has been noted by residents in the area, following storm events, that flood stages appear to be stagnant until a certain point in time when the area begins to drain and flood stages are relieved relatively quickly. This may be attributed to the way that the area connects to the main trunkline and at some point in time, stormwater is able to drain into the trunkline. Given that the trunkline may be flowing close to capacity following a storm event, the problem area is unable to immediately drain into it and must wait until there is available capacity in the trunkline for it to accept flow. Essentially, it appears the lower elevations along SE 8th Avenue are acting as a temporary storage (resulting in roadway inundation) until flows in the trunkline recede to a certain point where the trunkline can begin accepting additional flow from the problem area.

A hydrologic and hydraulic model assessment was performed for the purposes of evaluating current and future drainage infrastructure level of service. An existing conditions model was developed for the City's 2021 Stormwater Master Plan and was used as the basis for the hydraulic design of the improvements. Results from the existing conditions analysis confirmed level of service (LOS) deficiencies in the improvement area, primarily stemming from the lack of drainage infrastructure or inadequate drainage infrastructure to capture and convey stormwater runoff. This, in combination with the low grade along SE 8th Avenue relative to surrounding areas, appears to be the primary reasons

for flooding in the problem area.

Current Activity

Based on the foregoing, an improvement was developed to address deficiencies that were noted by the City and validated during the Existing Conditions Assessment, with the primary objective of providing additional underground storage and infiltration (e.g., exfiltration piping) to SE 8th Avenue and the surrounding areas to reduce the severity and duration of flooding until the area is able to drain to the existing trunkline.

The City is required to meet level of service requirements and permit obligations mandated by federal and state regulatory programs. Predicted changes in future climate and sea level rise require specific strategies to ensure stormwater infrastructure will perform to its design level of service.

The goal of this effort is to develop a cost effective and feasible engineering solution to address flooding in the SE 8th Avenue problem area, by providing additional underground storage and infiltration to SE 8th Avenue and the surrounding areas to reduce the severity and duration of flooding until the area is able to drain to the existing trunkline.

In accordance with Section 287.055, Florida Statutes, the City requested interested City approved vendors listed in the RFQ #21-11-IG CCNA Consultants pool to provide qualifications for preparation of construction documents and permitting services for stormwater improvements to the problem area. Qualifications were received and assessed by the evaluating panel. The firm Craig A. Smith & Associates was deemed as the most qualified consultant. The City received and negotiated the presented consultant's proposal.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach approve a Work Authorization with Craig A. Smith & Associates for an amount not to exceed \$171,090 for the design of the SE 8th Avenue Drainage Improvement Project.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH CRAIG A. SMITH & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$171,090.00 FOR THE DESIGN OF THE SE 8TH AVENUE DRAINAGE IMPROVEMENT PROJECT; AUTHORIZING EXECUTION OF THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to RFQ #21-11-IG and Section 287.055, Fla. Stat., the City entered into multiple continuing contracts with qualified firms, including Craig A. Smith & Associates, Inc. ("CAS"), for the provision of professional architectural and engineering consulting services on an as needed basis (the "Continuing Contract"); and

WHEREAS, the City requested interested vendors from the City's pool of continuing contracts consultants to provide statements of qualifications for the design of the SE 8th Avenue Drainage Improvement (the "Project"); and

WHEREAS, City staff deemed CAS to be the most qualified firm for the Project and requested a proposal from CAS with a scope of work for professional services for the Project; and

WHEREAS, the services will consist of surveying, utility locates services, utility test holes, geotechnical engineering services, engineering design, permitting, and bidding services (collectively, the "Services"); and

WHEREAS, City Staff recommends the City Commission approve and authorize execution of a work authorization with CAS, attached as Exhibit "1," for the Services in an amount not to exceed \$171,090.00 (the "Work Authorization").

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 Work Authorization with CAS, attached as Exhibit "1," for the Services in an amount not to exceed \$171,090.00.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with CAS for the Services, attached as Exhibit "1," together with such terms 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.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

WORK AUTHORIZATION
BETWEEN
THE CITY OF DEERFIELD BEACH
AND
CRAIG A. SMITH & ASSOCIATES, INC.
FOR PROFESSIONAL SERVICES

This Work Authorization is entered into this ___ day of April, 2022, by and between City of Deerfield Beach, Florida, with its principal business address located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441 (the “City”) and Craig A. Smith & Associates, Inc., a Florida corporation, with its business address located at 21045 Commercial Trail, Boca Raton, FL 33486 (the “Consultant”).

RECITALS

WHEREAS, the City and the Consultant have entered into a master CCNA continuing services contract dated _____, pursuant to RFQ #21-11-IG, (the “Continuing Contract”) and Consultant has been approved to provide the services contemplated herein; and,

WHEREAS, the City and the Consultant desire to enter into this Work Authorization for the Consultant to provide professional services related to the SE 8th Avenue Drainage Improvement Project (the “Project”), in accordance with the terms and conditions of this Work Authorization.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Consultant agree as follows:

SECTION 1
SCOPE OF SERVICES

Consultant agrees to perform certain professional services for the Project for the City pursuant to the Continuing Contract, as specifically described in the proposal attached as Exhibit “A” to this Work Authorization (the “Services”), both of which by this reference are incorporated into this Work Authorization in its entirety during the term and timeline provided for in this Work Authorization.

SECTION 2 **COMPENSATION**

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant an amount not-to-exceed **\$171,090.00** as further detailed in Exhibit "A." Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination of this Work Authorization, pursuant to Section 4, prior to the end of the expiration of this Work Authorization, the City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

SECTION 3 **TERM OF WORK AUTHORIZATION**

The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until the Services are completed to the City's satisfaction (the "Term"), unless terminated earlier pursuant to Section 4 of this Work Authorization.

SECTION 4 **TERMINATION OF WORK AUTHORIZATION**

City may terminate this Work Authorization for convenience by giving the Consultant thirty (30) days' advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 5 **CONTINUING CONTRACT**

The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between the City and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 6 **INDEPENDENT CONSULTANT**

Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization

shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7

INDEMNIFICATION/HOLD HARMLESS CLAUSE

Consultant shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Nothing in this Work Authorization or the Continuing Contract shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 8

INSURANCE

- 8.1 The Consultant shall satisfy the insurance requirements stated herein. The Consultant shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the City. The Consultant shall assume full responsibility and expense to obtain all necessary insurance.
- 8.2 General
 - 8.2.1 The Consultant shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. Consultant's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.
 - 8.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County,

Florida. Consultant shall pay all deductible amounts, if any. Consultant shall specifically protect City and the Deerfield Beach City Commission by naming City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.

8.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Consultant is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

8.2.4 City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Work Authorization, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If Consultant uses a subconsultant, Consultant shall ensure that subconsultant names City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

8.3 Consultant shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars(\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less

than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. Consultant shall notify the City in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. Consultant acknowledges that the City is relying on the competence of the Consultant to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on, about or over navigable waterways, evidence of a coverage endorsement for U.S. Longshoremen and Harbor Workers Act (USL&H), and/or Jones Act, for maritime laws coverage shall be included. The Policy shall include a waiver of subrogation for all liability arising out of this contract. If exempt for Worker's Compensation, proper documentation shall be provided.

SECTION 9

NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City.

SECTION 10
MISCELLANEOUS

Consultant shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 11
AUDIT AND INSPECTION RIGHTS

- 11.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.
- 11.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 12
AMENDMENTS AND ASSIGNMENT

- 12.1 This Work Authorization, together with Exhibit "A," the Continuing Contract, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 5. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 12.2 No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 12.3 Consultant shall not transfer or assign the performance of the Services called for in the Work Authorization without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 13
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Notices section of the Continuing Contract.

SECTION 14
GOVERNING LAW AND VENUE

This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 15
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 16
NON-DISCRIMINATION

Consultant represents and warrants to the City that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 17
PUBLIC RECORDS

Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to

all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City.

SECTION 18 **SEVERABILITY**

If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 19 **SURVIVAL**

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 20 **JOINT PREPARATION**

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 21 **SCRUTINIZED COMPANIES**

- 21.1 Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- 21.2. If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may

immediately terminate this Agreement at its sole option if the Consultant , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

21.3. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

21.4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative

SECTION 22

VERIFICATION OF EMPLOYMENT ELIGIBILITY

Consultant shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Consultant, Consultant may not be awarded a public contract for a period of 1 year after the date of termination.

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**WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH AND
CRAIG A. SMITH & ASSOCIATES, INC. FOR PROFESSIONAL SERVICES**

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

CITY

CITY OF DEERFIELD BEACH

By: _____
David Santucci, City Manager

This ____ day of _____, 2022.

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

Anthony C. Soroka, City Attorney

CONSULTANT

CRAIG A. SMITH & ASSOCIATES, INC.

By: _____
Name: _____
Title: _____

This ____ day of _____, 2022.



March 31, 2022

Mr. Josef Farbiarz
Capital Projects Engineer
Environmental Services
City of Deerfield Beach
200 Goolsby Boulevard
Deerfield Beach, FL 33441

(via email)

**RE: SE 8th AVENUE STORMWATER CAPITAL IMPROVEMENT PROJECT
PROFESSIONAL ENGINEERING & SURVEYING SERVICES
CAS PROPOSAL NO. P4278**

Dear Mr. Farbiarz:

Craig A. Smith & Associates (CAS) is pleased to submit this proposal to provide professional engineering and surveying services for proposed drainage improvements for the SE 8th Avenue area for which the city has requested. The area which has been defined and 30% (conceptual) design plans prepared by Geosyntec Consultants, is identified as a priority capital improvement area in the City's 2021 Stormwater Master Plan. The project area limits are occupied primarily by residential properties defined by SE 4th Street on the north, SE 7th Street on the south, SE 6th Avenue on the west side and SE 8th Avenue on the east side. The project drainage area is approximately 20 acres in size as shown in the attached project limits, **Exhibit 1**. The City and the residents of this area have reported frequent flooding and the results from the Existing Conditions Assessment performed under the Stormwater Management and Flood Resiliency Strategies Master Plan, have validated the flooding reports. The goal of this effort is to develop a cost-effective engineering solution to mitigate the flooding in the area as best possible.

The anticipated CAS services include surveying, utility locates services, utility test holes, geotechnical engineering services (by others), engineering design, permitting and bidding services. Construction services and final certifications are not included as part of this proposal. Please note that contractor permits: dewatering permits or NPDES permits are not included in this proposal.

Information to be provided by the CLIENT:

- Existing as-built information, utility atlas and available GIS information for existing utilities (storm drainage, water and sewer) within the project area
- City of Deerfield Beach Stormwater Master Plan
- City Standard Details for Construction in CADD format
- City Front-end Specification Documents in MS Word Format
- Payment of all permit fees

Note: This information will be made available to the CAS upon notice to proceed with this project.



561.314.4445

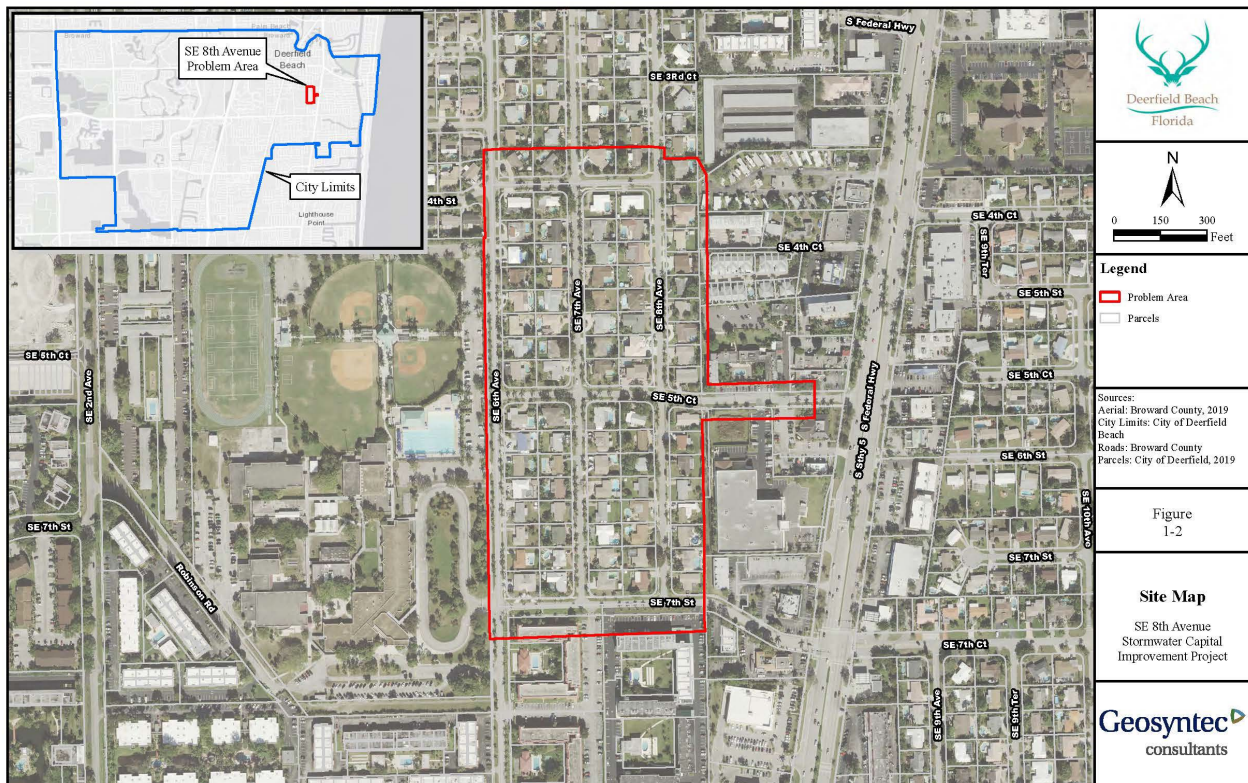


21045 Commercial Trail
Boca Raton, FL 33486



www.craigasmith.com

Exhibit 1



TASK	DESCRIPTION
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S86	ROUTE SURVEY
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Survey will physically locate all above ground, visible improvements within the existing rights of way of the following streets:

SE 6th, 7th, and 8th Avenue. from just south of SE 7th Street to just north of SE 4th Street; SE 4th Street and SE 7th Street from SE 6th Avenue to approximately 150' east of SE 8th Avenue and, SE 5th Court from SE 6th Avenue to approximately 100 feet west of S. Federal Highway.

Survey baseline will be established at 100-foot intervals and cross sections taken to ten (10) feet beyond each right of way at fifty-foot intervals. Plan view elevations will be shown as relative to North American Vertical Datum of 1988 at each section and at pertinent points for facilitation of Engineering Design. All visible, above ground improvements and utilities will be located and shown together with utilities as marked on the surface by the Craig A. Smith & Associates Locating Department. Sanitary sewer and drainage structures will be located and inverts, pipe sizes, materials and rim elevations shown as available. Trees 3" or greater will be shown with diameter at breast height (DBH) and common name if known by the Surveyor's agent. A base map will be created in current software parameters and provided to the Engineering Department as well as a Certified Map of Specific Purpose Survey adhering to the Standards of Practice for Surveying, (Chapter 5J – 17) of the Florida Administrative Code, for submittal to entities of interest.

SURVEY \$42,640.00



S87 UTILITY LOCATES – GPR/EM SERVICES

Provide utility location and verification services within the area described in Task S86 above using AWP standards for marking. A subsurface ground penetrating radar (GPR) unit shall be used in addition to electromagnetic induction (EM) to perform/verify horizontal locations of existing utility lines. Lines will be painted on the ground or pin flags set to show said lines on the surface.

LOCATES \$7,200.00

S90 UTILITY TEST HOLES (SOFT DIGS)

Utility test holes (soft digs) will be performed, and reports provided for each with utility depth, elevation, size, material and type. The test holes will be performed based on the direction of the Prime Consultant. Thirty Five (35) utility test holes are estimated for this task.

TEST HOLES (35) \$17,500.00
UNIT PRICE = \$500.00 PER HOLE

E07 ENGINEERING DRAINAGE ANALYSIS

Based on surveyed information as described in Survey Task S86 above and information provided by the CLIENT, CAS will perform a preliminary drainage analysis to determine the feasibility of proposed site improvements for conformance with established drainage criteria. The drainage analysis will include pipe sizing analysis and will incorporate water quality treatment measures in the design in accordance with the South Florida Water Management District and Broward County permit requirements to the greatest extent practical. CAS will perform computer hydrologic and hydraulic modeling of the area for multiple design storm events of the current and proposed conditions and compare results. CAS's will then discuss the results with the CLIENT in order to provide the CLIENT with a sufficient level of understanding related to the level of service that can be anticipated with the proposed drainage improvements in place. Please note that CAS's scope and budget under Task E07 is limited to a drainage analysis of the project limits only and does not consider offsite improvements.

ENGINEERING DRAINAGE ANALYSIS \$17,500.00

E50 60% ENGINEERING DESIGN

Subsequent to completion of Task E07 (Engineering Drainage Analysis) above and in conformance with the requirements of the City of Deerfield Beach, City Master Drainage plan and applicable minimum design standards, CAS shall prepare 60% engineering plans. The 60% engineering plans will include the level of detail necessary to show paving, grading and drainage for the proposed improvements. Design will comply with the rules and regulations of the City of Deerfield Beach, Broward County (Surface Water Management Licensing Division) and other jurisdictional requirements as applicable.

60% ENGINEERING DESIGN \$55,000.00

*Note: 1. The 60% Engineering Design Task will include one (1) submittal of 60% level design plans to the CLIENT for review and comment prior to commencement of the Final Engineering design task.
2. Offsite improvements beyond the project limits described are not included in this proposal.*



E53 FINAL ENGINEERING DESIGN

Based upon CLIENT approval of the 60% Engineering Plans provided and described under Task E-50 above, CAS shall prepare Final Engineering Plans sufficient for permitting, bidding and construction of the proposed improvements. Plans are to include paving, grading and drainage improvements. Services under this task will also include preparation of technical specifications, bid form and construction estimate.

FINAL ENGINEERING DESIGN \$15,000.00

Note: 1. The Final Engineering Design Task will include one (1) submittal of 90% level design plans and specifications to the CLIENT for review and comment. 2. Once the 90% design plans are approved by the CLIENT, CAS will use the Final Engineering Design plans to submit for Permits as outlined in Task E61 below. 3. Offsite improvements beyond the project limits described are not included in this proposal.

E61 PERMITTING SERVICES

CAS will provide technical criteria, written description and design data for use in filing applications for permits relative to CAS's scope of services with the governmental agencies having jurisdiction to review the design of the project. CAS will use the Final Engineering plans as detailed in Task E53 to file for applications with the permitting agencies listed below. Application and permit fees are the responsibility of the CLIENT and are not included within this agreement. The following regulatory agency permit application submittals are anticipated:

- City of Deerfield Beach - Engineering
 - Broward County– Surface Water Management License and SFWMD ERP Permits

PERMITTING SERVICES \$8,500.00

Note: 1. Construction dewatering (if proposed) or FDEP Notice of Intent - National Pollution Discharge Elimination Systems permitting are considered by CAS as contractor-type permits and are made part of the construction contract and the responsibility of the contractor.

E54 MEETINGS AND COORDINATION

Attend maximum of three (3) meetings with the CITY at the completion of the drainage analysis, 30% and 90% design levels to discuss the CITY review comments and any required revisions. Coordinate with City on providing project updates throughout the duration of the project.

MEETING AND COORDINATION \$2,500.00

Note: 1. The services provided under this Task are limited and do not include preparation or management of funding mechanisms such as any local, state or federal grants.

E15A BIDDING ASSISTANCE

After written authorization to proceed with the Bidding and Negotiating Phase from the CITY, CAS shall assist the City in providing responses to one (1) submittal of Bidder RFI's. RFI's



received beyond the one (1) submittal will be considered additional services and not covered in this Task.

BIDDING ASSISTANCE \$1,750.00

Note: 1. At the request of the City, the services provided under this Task are limited and do not include attending the Pre Bid meeting, preparation of Bid related Addendums, bidder reference checks, verification of bidder qualifications, bid comparison tabulations, bid recommendation letter and revisions of plans to conform with issued Addendums. The services not included in this Task will be provided by the City.

E65

GEOTECHNICAL ENGINEERING SERVICES

Geotechnical engineering services will be provided by CAS Subconsultant. Subconsultant agreement is enclosed with this proposal.

GEOTECHNICAL ENGINEERING SERVICES \$3,500.00

SUMMARY OF COSTS

CAS proposes to accomplish the professional engineering services listed for the following total lump sum fee, which is the sum of the fees for each phase and its specific work tasks:

ROUTE SURVEY	\$42,640.00
UTILITY LOCATES – GPR/EM SERVICES	\$7,200.00
UTILITY TEST HOLES - SOFT DIGS	\$17,500.00
ENGINEERING DRAINAGE ANALYSIS	\$17,500.00
60% ENGINEERING DESIGN	\$55,000.00
FINAL ENGINEERING DESIGN	\$15,000.00
PERMITTING SERVICES	\$8,500.00
MEETINGS AND COORDINATION	\$2,500.00
BIDDING ASSISTANCE	\$1,750.00
GEOTECHNICAL ENGINEERING SERVICES (SUBCONSULTANT)	\$3,500.00
TOTAL	\$171,090.00

ESTIMATED GRAND TOTAL: \$171,090.00





CAS appreciates the opportunity to perform the above defined services and requests that if you are in agreement with the proposed scope and fee, please execute your approval below. We look forward to working with the City of Deerfield Beach. Should you have any questions, please contact me at 954-782-8222 or ssmith@craigasmith.com.

AGREED TO AND ACCEPTED BY:

Stephen C. Smith, P.E.
President

City of Deerfield Beach

Signature - Authorized Representative

Printed Name

Date

cc: File

A:\PROPOSAL-ASSEMBLY_COMPLETED_PROPOSALS_V2022\4278-Deerfield_SE8th_Ave_Design\CAS Submittal\SE_8th_Ave.doc



561.314.4445



21045 Commercial Trail
Boca Raton, FL 33486



www.craigasmith.com



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1056

Agenda Date: 4/19/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a sign relocation and reconstruction agreement with Clear Channel Outdoor, LLC, pursuant to the City's billboard relocation policy and Section 70.20, Florida Statutes; authorizing execution of the Sign Relocation Agreement; providing for an effective date. (Tabled from November 16, 2021)

Recommended Action

Applicant requests deferral of this item to the May 17, 2022 Commission Meeting

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

Section 70.20, Florida Statutes, provides that "It is a policy of this state to encourage municipalities, counties, and other governmental entities and sign owners to enter into relocation and reconstruction agreements that allow governmental entities to undertake public projects and accomplish public goals without the expenditure of public funds while allowing the continued maintenance of private investment in signage as a medium of commercial and noncommercial communication."

On December 5, 2017, the City Commission approved a Billboard Sign Relocation Ordinance, which amended the City's Sign Code to expressly authorize the City to enter into billboard sign relocation and reconstruction agreements pursuant to Section 70.20, Fla. Stat. Section 102-1 of the Land Development Code permits the City to enter into agreements with private property owners to relocate legal non-conforming billboards to other locations deemed acceptable by the City Commission.

Clear Channel Outdoor, LLC, proposes to install a new double-faced, digital display billboard on property located at 3652 SW 10th Street in exchange for removing three existing billboards at 4381 N. Dixie Highway, 4201 N. Dixie Highway and 910 NE 48th Street.

The proposed new digital display billboard will be 65 feet high with each sign face measuring 14 feet x 48 feet in area. The Sign Relocation Agreement provides that Clear Channel shall not operate the Replacement Sign, and any displays on the Replacement Sign, at brightness levels of more than 0.3 (zero point three) foot candles above ambient light, as measured from ground level using a foot candle meter from a pre-set distance of 250 feet away. Each display must have a light sensing device that will adjust the brightness to the acceptable brightness levels as ambient light conditions change.

A location map, proposed site plan, sign detail and the proposed agreement are attached.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A SIGN RELOCATION AND RECONSTRUCTION AGREEMENT WITH CLEAR CHANNEL OUTDOOR, LLC PURSUANT TO THE CITY'S BILLBOARD RELOCATION POLICY AND SECTION 70.20, FLORIDA STATUTES; AUTHORIZING EXECUTION OF THE SIGN RELOCATION AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 70.20, Florida Statutes, provides that “It is a policy of this state to encourage municipalities, counties, and other governmental entities and sign owners to enter into relocation and reconstruction agreements that allow governmental entities to undertake public projects and accomplish public goals without the expenditure of public funds while allowing the continued maintenance of private investment in signage as a medium of commercial and noncommercial communication”; and

WHEREAS, it is in the City’s best interests to reduce the number of billboards within the residential and commercial neighborhoods within the City and to provide for replacement of existing, legally non-conforming signs in need of repair and their relocation to areas of the City where the impact of a sign on neighboring homes and businesses will be reduced; and

WHEREAS, the City desires to encourage outdoor advertising companies to voluntarily reduce or eliminate outdoor advertising structures within the City and cause the relocation of signs to sites that will have less visual impact upon our community; and

WHEREAS, the City also desires to increase the safety of billboards; and

WHEREAS, on December 5, 2017, the City approved a Billboard Sign Relocation Ordinance, which amends the City’s Sign Code to expressly authorize the City to enter into billboard sign relocation and reconstruction agreements pursuant to Section 70.20, Fla. Stat.; and

WHEREAS, Section 70.20, Florida Statutes, expressly authorizes municipalities to enter into sign relocation and reconstruction agreements on whatever terms are agreeable to the sign owner and the municipality involved; and

WHEREAS, on December 5, 2017, the City adopted a billboard sign relocation policy, pursuant to Section 70.20, Florida Statutes, governing the City’s consideration of sign relocation and reconstruction agreements that requires adherence to the following goals:

- i.) to encourage outdoor advertising companies to reduce or eliminate outdoor advertising structures on surface streets in the City, including, without limitation, on Sample Road and Dixie Highway, and
- ii.) to improve the safety of outdoor advertising signs, and
- iii.) to reduce the number of billboards in the City; and

WHEREAS, Clear Channel Outdoor, LLC (“Clear Channel”) is the owner of three double-faced legally existing, non-conforming sign structures located within the City on the parcels of land specified in the attached Exhibit “A”, including billboard locations along Dixie Highway and NE 48th Street (collectively, the "Existing Signs"); and

WHEREAS, the City has negotiated a Sign Relocation and Reconstruction Agreement with Clear Channel, attached as Exhibit “A”, (the “Sign Relocation Agreement”) which provides for the terms and conditions of Clear Channel’s removal of the three Existing Signs and the construction and maintenance of one digital, double-sided replacement outdoor advertising sign (the “Replacement Sign”) that meets all current engineering and wind-load requirements of the City’s Land Development Code; and

WHEREAS, the Replacement Sign is to be located at 3652 SW 10th Street along the south side of SW 10th Street adjacent to the Sawgrass Expressway; and

WHEREAS, City staff finds that the Sign Relocation Agreement adheres to the City’s sign relocation policy.

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

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

Section 2. The City Commission finds that the Sign Relocation Agreement adheres to the City’s Sign Relocation Policy and hereby approves the Sign Relocation Agreement with Clear Channel, attached as Exhibit “A”.

Section 3. The Mayor and City Manager are authorized to execute the Sign Relocation Agreement with Clear Channel, attached as Exhibit “A”, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The City Manager or designee is authorized to take all necessary steps to implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

RELOCATION AND RECONSTRUCTION AGREEMENT

THIS RELOCATION AND RECONSTRUCTION AGREEMENT (the “Agreement”) is made as of the _____ day of _____ 2022, by and between the City of Deerfield Beach, a municipal corporation organized and existing under the laws of the State of Florida (the “City”), and Clear Channel Outdoor, LLC, a Delaware limited liability company registered and authorized to do business in Florida (“Clear Channel”).

WITNESSETH:

WHEREAS, Section 70.20, *Florida Statutes*, expressly authorizes and encourages agreements of this type by empowering municipalities and owners of billboard signs to enter into relocation and reconstruction agreements, on mutually agreeable terms, that allow the municipality to accomplish its public goals while allowing the continued maintenance of private investment in outdoor advertising signs as a medium of commercial and non-commercial communication; and

WHEREAS, Clear Channel is engaged in the business of constructing, operating and maintaining billboard signs in Broward County, Florida and, in particular, within the City; and

WHEREAS, Clear Channel is the owner of certain legally existing, non-conforming sign structures (the "Existing Signs"), located within the jurisdiction of the City on the parcels of land as follows:

- A. Existing Sign #1 - Double-faced Sign, located at 4381 N. Dixie Highway (Folio No. 484213070030), on the west side of Dixie Highway 40 feet south of NE 44th St
 - 1. Face#: 12875 – Facing South
 - 2. Face#: 12876 – Facing North
- B. Existing Sign #2 – Double-faced Sign, located at 4201 N. Dixie Highway (Folio No. 484213010140), on the west side of Dixie Highway 105 feet south of NE 42nd St
 - 1. Face#: 12865 – Facing South
 - 2. Face#: 12866 – Facing North
- C. Existing Sign #3 – Double-faced Sign, located at 910 NE 48th St (Folio No. 484213210010), on the south side of NE 48th St 300 feet west of Dixie Highway, in conjunction with 4701 N. Dixie Highway (Folio No. 484213300020)
 - 1. Face#: 13014 – Facing East
 - 2. Face#: 13015 - Facing West

WHEREAS, Clear Channel represents that the Existing Signs, notwithstanding the fact that the signs could not be constructed under the present code, are legally existing and allowed to remain in use as non-conforming signs under the City's current Land Development Code (the "LDC") as long as their use is continued and unaltered and subject to the conditions set forth for

nonconforming uses in the LDC; and

WHEREAS, the Existing Signs may not meet current wind-load and other relevant engineering requirements of the LDC; and

WHEREAS, the City desires to encourage outdoor advertising companies to voluntarily reduce or eliminate outdoor advertising structures within the City that do not comply with current engineering and wind-load requirements; and

WHEREAS, pursuant to Resolution No. 2017/160, the City has the goals, pursuant to §70.20, *Florida Statutes*, to

- A. encourage outdoor advertising companies to reduce or eliminate outdoor advertising structures on surface streets in the City, including, without limitation, on Dixie Highway and
- B. to improve the safety of outdoor advertising signs, and
- C. to reduce the number of billboards in the City; and

WHEREAS, the City hereby gives notice of its intent to act in accordance with its goals defined above by allowing Clear Channel to remove the Existing Signs and reconstruct the Replacement Sign (as defined below) pursuant to §70.20, *Florida Statutes*, City Code Chapter 102, as amended by Ordinance 2017/027, Resolution No. 2017/160 and this Agreement; and

WHEREAS, as a result of said notice, Clear Channel proposes to remove the Existing Signs and construct the replacement outdoor advertising sign (the "Replacement Sign") that meets all current engineering and wind-load requirements of the LDC, located within the jurisdiction of the City on the parcel of land as follows:

- A. Replacement Sign. New Double-faced Sign, located at 3652 SW 10th St (Folio No. 484209020010; Replacement Sign location), south side of SW 10th St., aka Sawgrass Expressway SS 600 FT WO Powerline Road. One digital face facing East and one digital face facing West. This sign is a replacement for the Existing Signs and each face of the Replacement Sign will be operated by Clear Channel as a digital display face.; and

WHEREAS, the City and Clear Channel desire to enter into this Agreement, establishing the terms and conditions under which Clear Channel will be permitted to remove the Existing Signs, and to construct and maintain the Replacement Sign; and

WHEREAS, the City finds and determines that the provisions of this Agreement are in the public interest and will assist it in accomplishing the goals set forth herein, including, without limitation, reducing the number of billboards in the City; and

WHEREAS, Clear Channel represents to the City that Clear Channel has obtained from

the owner of the Replacement Sign location, all legal rights to construct and maintain Replacement Sign thereon in accordance with this Agreement.

WHEREAS, the City is entering into this Agreement solely based upon the authority of Section 70.20, *Florida Statutes*, City Code Chapter 102, as amended by Ordinance 2017/027, Resolution No. 2017/160 and agreement of Clear Channel to reduce the number of signs in the City and to relocate certain sign, in addition to the other valuable consideration set forth herein;

NOW THEREFORE, for and in consideration of the above recitals and the mutual exchange of the covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the City and Clear Channel do hereby agree as follows:

1. Recitals. The foregoing recitals express the intent of the parties and are incorporated herein as contractual terms, and not merely recitals.

2. Removal of Existing Signs. Clear Channel shall completely remove the Existing Signs before performing construction on the Replacement Sign beyond the installation of the foundation for said sign. It is understood and agreed that construction of the Replacement Sign shall not commence until receipt of all applicable final non-appealable (with no appeal having been filed) governmental and third party permits and approvals.

A. Sign Removal. Contemporaneously with the submission of Clear Channel's permit applications to the City for construction of the Replacement Sign, Clear Channel shall also apply for demolition permits for the Existing Signs. The City shall use its best efforts to issue the demolition permits within forty-five (45) days after submission of complete permit applications which comply with all applicable City requirements. Clear Channel shall demolish the above-ground portions of the Existing Signs, remove all sign debris, and dispose of same in accordance with applicable regulations of the City's LDC, prior to or contemporaneous with erection of the Replacement Sign. Upon demolition, the Existing Signs may not be replaced, and such signs shall lose their status as legal non-conforming signs.

B. Clear Channel shall have no obligation to demolish or remove the Existing Signs unless and until it has obtained all necessary permits and approvals from the City and FDOT for construction and maintenance of the Replacement Sign. In the event that Clear Channel is unable to obtain all necessary permits and approvals for the construction of the Replacement Sign, Clear Channel shall be relieved of any obligation under this Agreement to remove the Existing Signs and shall have the right to terminate this Agreement upon thirty (30) days written notice to the City. In any event, if Clear Channel fails to submit a complete permit application for the Replacement Sign in compliance with all building code requirements within 180 days of receiving an FDOT permit for such sign, then this Agreement shall be deemed terminated and null and void as to the Replacement Sign.

C. The demolition permits for the Existing Signs shall be building permits as required by the City and shall provide, without limitation, the following:

1. The Existing Sign shall be completely removed at the expense of Clear Channel.
2. The pole for each Existing Sign shall be cut two (2) feet below grade.
3. The hole caused by the excavation necessary to cut the pole two (2) feet below grade, shall be filled to grade, and the site shall be regraded, re-asphalted and/or re-landscaped as appropriate.
4. Clear Channel shall be responsible to repair any utility lines cut or damaged during removal of an Existing Sign and to repair all other property damage resulting from such removal.

D. The City shall cooperate with Clear Channel in obtaining any necessary permits and/or approvals from any State or local agency or department for removal of the Existing Signs; provided that nothing herein shall require the City to assume or acknowledge any obligations, or responsibility, whether financial or otherwise, other than those obligations specifically set forth in this Agreement.

E. Upon removal as provided herein, the Existing Signs shall lose their non-conforming status.

3. Replacement Sign.

A. Location. The Replacement Sign will be constructed as depicted in the site plans attached hereto:

Exhibit A-Site Plan for Replacement Sign

B. Permits and Construction. Clear Channel shall be responsible for obtaining and paying for all required building permits and approvals to erect and maintain the Replacement Sign. The Replacement Sign shall be permitted and constructed in compliance with the requirements of Chap. 479, Fla. Stat. and the rules applicable to same. In addition, Clear Channel shall obtain building permits from the City based on plans which are in compliance with the Florida Building Code ("FBC"). The City, shall expeditiously process all necessary permits for erection of the Replacement Sign after submission of complete permit application(s) by Clear Channel, including any necessary engineering and construction plans or specifications demonstrating compliance with all applicable building and electrical codes. The City shall cooperate with Clear Channel in obtaining any necessary permits and/or approvals from FDOT (or any other State or local agency or department) for the removal of the Existing Signs and/or the erection and maintenance of the Replacement Sign by, among other things, timely executing such forms, applications or other documents as may be required for Clear Channel to obtain all such permits or

approvals. The City's approval and issuance of all permits and approvals, shall not be unreasonably withheld, delayed or conditioned. As to FDOT, the City shall prepare and execute the portion of the FDOT Application for Outdoor Advertising Permit entitled "Determination of Land Use" and similar documents or information requested by FDOT; a copy of the current Application for Outdoor Advertising Permit form is attached hereto as Exhibit B. Nothing contained herein shall require the City to commit to or assume any obligations, financial or otherwise as part of its duty to execute documents or cooperate or to assume or acknowledge any liability of any kind whatsoever for the actions of Clear Channel, except as specifically set forth in this Agreement.

The application for the Replacement Sign digital billboard shall be accompanied by a photometric plan prepared and certified by a licensed engineer. The photometric plan overlaid on an aerial photograph, shall demonstrate the digital billboard's maximum light intensity, in foot candles above ambient light, at residential property lines specifically identified by the City.

C. Description. The City and Clear Channel agree that the height of the Replacement Sign shall be measured pursuant to, and shall comply with the provisions of, Chapter 479, *Florida Statutes*, and the related Florida Administrative Code provisions and FDOT regulations. The Replacement Sign shall be constructed using a double-face monopole structure, and the monopole and sign structure shall be of a silver/metallic finish. The size of each display face of the Replacement Sign shall not exceed 14 feet in height and 48 feet in length. The Replacement Sign will utilize LED or other similar electronic changeable message technology (as may be determined by Clear Channel from time to time). Clear Channel will operate the sign face(s) as digital display faces.

D. FDOT Regulations. The changeable message display shall comply with all applicable FDOT regulations (as they may be amended from time to time) relating to brightness and the interval of copy change, which regulations are currently set forth in Section 14-10.004 of the Florida Administrative Code, a copy of which is attached hereto as Exhibit C, provided that the interval of copy change on any sign face on the Replacement Sign shall be no more frequent than one (1) change every eight (8) seconds.

E. Landscaping. Clear Channel shall install landscaping that complies with all requirements of the City Code, or near the base of each Replacement Sign sufficient to reasonably obscure the base of the Replacement Sign and any ground-level appurtenances thereto from the view of the travelling public on adjacent roadways. The nature and location of said landscape screening shall be subject to City approval, which approval shall not be unreasonably withheld, delayed or conditioned. Clear Channel shall maintain said landscaping in good condition and shall replace same if necessary. Clear Channel shall be responsible for the maintenance and/or replacement of said landscaping only so long as it has the permission of the owner of the Replacement Sign property location to do so and has adequate access to the Replacement Sign property location for such purpose. All irrigation required to maintain the landscaping shall be installed at the sole cost and expense of Clear Channel and kept in working order.

Clear Channel has submitted landscaping plans for the Replacement Sign location, [copies of which are attached hereto as Exhibit D. Clear Channel shall submit an appropriate landscaping permit application to obtain a landscaping permit to landscape the property of the owner of the Replacement Sign location. Clear Channel shall secure prior approval by the property owner for any landscape permit, to the extent required by the City. Clear Channel shall be responsible for obtaining from FDOT any vegetation management permits required for trimming/removing any vegetation in the right-of-way of SW 10th Street and all other required permits in connection therewith, if necessary.

Clear Channel shall maintain landscaping for the Replacement Sign in good condition. Upon the removal of the Replacement Sign by Clear Channel, Clear Channel shall have no further responsibility for said landscaping.

E. Operation. The Replacement Sign displays shall contain static messages only, and shall not have movement, or the appearance or optical illusion of movement during the static display period, of any part of the sign structure, design, or pictorial segment of the sign, including the movement or appearance of movement. Each static message shall not include flashing lighting or the varying of light intensity.

Clear Channel shall not operate the Replacement Sign, and any displays on the Replacement Sign, at brightness levels of more than 0.3 (zero point three) foot candles above ambient light, as measured from ground level using a foot candle meter from a pre-set distance of 250 (two hundred fifty) ft away . Each display must have a light sensing device that will adjust the brightness to the acceptable brightness levels as ambient light conditions change.

Upon receipt of a request from the City, Clear Channel shall provide a nighttime measurement of the brightness of the Replacement Sign within three days. This measurement documentation shall be emailed to the City in a standard format and shall include certification from a licensed engineer that the Replacement Sign is operating in compliance with the 0.3 foot candle limit. If the Replacement sign was not in compliance with the candle limit, Clear Channel shall provide a statement to the City that the sign has been brought back into compliance and indicate the date when compliance with the standard was remedied.

4. Repair and Maintenance. The parties acknowledge and agree that the Replacement Sign is not permitted under the City Code. However, the parties acknowledge and agree that under the authority of Section 70.20 *Florida Statutes*, City Code Chapter 102, as amended by Ordinance 2017/027, Resolution No. 2017/160 and solely by virtue of this Agreement, the Replacement Sign shall be deemed to be, and treated as, conforming uses in all respects under the City Code for purposes of maintenance of the Replacement Sign and for purposes of repair, restoration or reconstruction of the Replacement Sign after a casualty or damage to the Replacement Sign; provided that should Clear Channel not comply with its obligations to the City as set forth herein as to the Replacement Sign. and subject to the City giving to Clear Channel notice of default and opportunity to cure under Section 9 herein, it is agreed by Clear Channel that the conforming status of such Replacement Sign shall be lost and the Replacement Sign shall be deemed to be illegal and

in violation of the City Code and removed promptly upon receipt of written notice from the City.

5. Payments. In order to offset the expense to the City of negotiating, adopting and implementing this Agreement, and in consideration for the opportunity for Clear Channel to reconstruct the Existing Signs as a new, more modern, safe and structurally sound monopole billboard, thereby extending the usable life of the sign structures, and to take advantage of the opportunity to utilize electronic changeable message technology on the Replacement Sign, Clear Channel agrees to pay the City as follows:

A. Annual payments of \$30,000.00 ("Annual Payment") for the Replacement Sign (computed on the basis of \$15,000.00 per each Digital face); the first annual payment shall be due and payable within forty-five (45) days after Clear Channel has received the final FDOT permit and all final City permits for the construction of the Replacement Sign ("Commencement Date") and prior to commencement of construction of the Replacement Sign. Thereafter, each Annual Payment shall be made on the anniversary date of the Commencement Date.

B. If Clear Channel fails to pay an Annual Payment on its due date, then, after ten (10) days' written notice from the City to Clear Channel of the Annual Payment, Clear Channel fails to pay the Annual Payment, Clear Channel shall be responsible for paying the principal due plus a 5% late charge. If after an additional twenty (20) days written notice, the Annual Payment plus the 5% late charge is unpaid for an additional thirty (30) days, Clear Channel shall be deemed to be in default, and subject to the terms of Section 9 herein, any unpaid amount due (including late charge) shall accrue interest at the rate of twelve per cent (12 %) per annum until the date of payment.

C. The Annual Payment shall be increased by ten percent (10%) on each five (5) year anniversary of the Commencement Date.

D. In the event that, in Clear Channel's sole opinion: (a) Clear Channel is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) any federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Replacement Sign property location for outdoor advertising purposes; (c) the Replacement Sign becomes entirely or partially obstructed or destroyed; (d) the view of the Replacement Sign is obstructed or impaired in any way by any object or growth on the Replacement Sign property location or on any neighboring property; there occurs a diversion of traffic from, or a change in the direction of, traffic past the Replacement Signs; (f) Clear Channel is prevented from maintaining electrical power to the Replacement Sign property location or illuminating the Replacement Sign; (g) Clear Channel finds that, in Clear Channel's sole opinion, the continued maintenance/operation of the Replacement Sign is impractical or uneconomical due to engineering, architectural, construction or maintenance circumstances which will require structural improvements to the Replacement Sign or the Replacement Sign property location; (h) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities; (i) Clear Channel loses its lease with the owner of the property where the Replacement Sign is located or is unable to extend

the lease on reasonably economic terms (in Clear Channel's sole opinion); then Clear Channel shall, at its option, have the right to remove the Replacement Sign and terminate this Agreement. As a precondition to being released from the payment obligations set forth herein based upon the above, Clear Channel shall be required to completely remove the Replacement Sign and remove all debris and fill any holes in the ground back to grade and thereafter all obligations hereunder as to the Replacement Sign shall be void except for any obligations to indemnify, defend or hold harmless the City; once removed there shall be no right to reconstruct the Replacement Sign.

E. It is understood and agreed by the parties hereto that so long as the Replacement Sign remains at its location, Clear Channel shall be required to comply with the obligations set forth herein. No assignment of any rights of Clear Channel shall relieve it of said obligation unless said assignee confirms in writing that it has the ability to honor the terms hereof and commits to honor the terms hereof in a written document reasonably acceptable to the City. If the lease for the property upon which the Replacement Sign is located is terminated or assigned and terminated, then Clear Channel shall remove the Replacement Sign unless there is acceptance of the obligations of this Agreement in a written document reasonably acceptable to the City by a party with the lawful authority to comply with the conditions hereof; otherwise the Replacement Sign shall be removed and failure to do so shall be a violation of the City Code. If the Replacement Sign is removed for the lease termination described herein, Clear Channel's obligation for the annual payment to the City in Section 4. Payments (A), shall immediately cease upon the date the Sign(s) cease operation.

Except as expressly provided in this Section 4, or for permitting fees, Clear Channel shall not have any additional or further obligation for payment of any fees, costs or expenses to the City for the right to erect, operate and/or maintain the Replacement Sign.

6. Non-Monetary Consideration. In addition to the financial payments set forth in Paragraph 4 above, Clear Channel further agrees as follows:

A. Clear Channel will make the Replacement Sign available for the dissemination of public service information as follows: (a) during times of declared weather emergencies affecting the City, Clear Channel will make the Replacement Sign available for the sole and limited purpose of communicating emergency information to the City's citizens and the travelling public, in accordance with the terms and conditions of the emergency alert notification program (the "Emergency Notification Program") adopted by the Florida Outdoor Advertising Association (the "FOAA") and the Florida Division of Emergency Management ("FDEM"); and (b) Clear Channel will make the Replacement Sign available for the display of "amber alerts" issued by the Florida Department of Law Enforcement ("FDLE"), when it is determined, pursuant to guidelines and procedures already in place between the FDLE and the outdoor advertising industry to identify appropriate situations, duration and sign locations, that display of the "amber alert" on the Replacement Sign would provide information to the travelling public that could be instrumental in assisting authorities in resolving an abduction; and

B. Public Service Notices. On a space-available basis, Clear Channel will display City public service announcements and advertise City-sponsored events ("City Announcements") on the Replacement Sign, pursuant and subject to the procedures, conditions and restrictions set forth below. Any such City Announcements shall be strictly for the benefit of the City and shall not include the names or logos of any third-party businesses or sponsors. If after posting a City Announcement any third party asserts that said announcement is defamatory or infringes on any copyright, trademark, or other intellectual property or privacy right, or if adverse publicity results therefrom, Clear Channel shall have the right to remove the City Announcement, and to discontinue the display of the City Announcement until such time as the City shall supply a new, or designate a previous, City Announcement as the Stock Copy (as defined below), pursuant to the provisions of this paragraph.

Clear Channel will provide the City with one (1) slot (hereinafter "Slot") on each face of the Replacement Sign for the advertisement of City Announcements any time there is an unsold Slot available on any such face. A "slot" is defined as one in a rotation of eight advertisement slots, each eight seconds in duration. To be eligible to take advantage of this opportunity, the City shall provide Clear Channel, in advance, with the artwork/design/graphics for the City Announcement. Any advertising shall be at no cost to the City. All artwork, design, graphics, production and installation costs relating to the City Announcement(s) shall be at the sole expense of the City.

During any time period when there is an unsold Slot on either face of the Replacement sign, Clear Channel will post, without prior notice to the City, the most recent City Announcement supplied by the City to Clear Channel and designated for such purpose (the "Stock Copy"). The City may change the Stock Copy at any time, and from time to time, by providing Clear Channel with a new City Announcement, along with a request that such City Announcement be substituted as the designated Stock Copy. Clear Channel's obligation to post City Announcements shall be limited to the last City Announcement designated as Stock Copy by the City for such purpose. Any change in the Stock Copy designation shall not be effective until ten (10) days after receipt by Clear Channel of the artwork/design/graphics for the new City Announcement. A City Announcement may be removed by Clear Channel at any time, without prior notice to the City in the event the space so occupied by the City Announcement is leased or rented to third parties by Clear Channel.

For purposes of this paragraph, the City's contact person shall be the City Manager or designee, and Clear Channel's contact person shall be Jeff Andres, a Real Estate Manager and / or assigns.

7. Complete Understanding. This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto (if any), constitute the full and complete agreement between the parties hereto with respect to the matters covered herein to the date hereof, and supersedes and controls over any and all prior agreements, understanding, representations,

correspondence and statements whether written, oral or implied, which are deemed to be merged into this Agreement.

8. Amendment. The parties may amend this Agreement only by a written instrument signed by each of the parties. There cannot be any waiver, variation, modification, amendment or change to the terms of this Agreement except as may be made in writing and executed by each party hereto. If any party fails to enforce its respective rights under this Agreement or fails to insist upon the performance of another party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

9. Notices. All notices, demands, requests for approvals or other communications required or authorized to be given by either party to another shall be in writing and shall be hand-delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by a recognized overnight courier service to each party indicated below, addressed as follows:

If to City:

City of Deerfield Beach
Attn.: City Manager
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441

With copies to:

City Attorney
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441

If to Clear Channel:

Clear Channel Outdoor, LLC
Attn: Jeff Andres, VP of Real Estate
5800 NW 77th Court
Miami, FL 33166

With Copies to:

Clear Channel Outdoor, LLC
2325 E. Camelback Road, Suite 250
Phoenix, AZ 85016
Attn: Operations Counsel

Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the fifth (5) business day after mailing. Refusal by any person to accept delivery of any notice delivered at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Section as of the

date/time of such refusal. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other parties in accordance herewith, and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular party hereto, all other parties may rely upon the last address given.

10. Default. In the event any Party is in default of any provision of this Agreement, the non-defaulting party, as a condition precedent to the exercise of its remedies under this Section 9, shall be required to give the defaulting Party or Parties thirty (30) days written notice ("Section 9 Notice") of same, in addition to any notices required elsewhere in this Agreement: under the Section 9 Notice, the defaulting Party or Parties shall have thirty (30) days from the receipt of such Section 9 Notice to cure the default or, if the default cannot be cured within thirty (30) days, to commence and diligently pursue a cure. If the defaulting Party or Parties timely cure the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If the defaulting Party or Parties do not timely cure such default, the non-defaulting Party or Parties shall be entitled to pursue the following rights and remedies, which are cumulative: to terminate this Agreement or to terminate this Agreement as to a Replacement Sign (if Clear Channel is the defaulting party, Clear Channel shall remove the Replacement Sign and the Replacement Sign shall lose its status as a conforming Sign(s)); to sue the defaulting Party for injunctive relief enjoining the commission of or attempt or threatened commission of a default and to obtain a decree specifically compelling performance of a term or provision of this Agreement without, in either case, being required to prove or establish that non-defaulting Party does not have an adequate remedy at law and the defaulting Party hereby waives the requirement of any such proof and acknowledges that non-defaulting Party would not have an adequate remedy at law for such default; and any other remedy which the non-defaulting Party may now have or hereafter have in equity. In no case shall Clear Channel be entitled to business damages, lost profits or consequential damages and all such claims, causes of action and rights as hereby waived. The City reserves all rights to enforce the terms hereof either by judicial action or code enforcement action or both. In addition to the foregoing, if the default claimed by the City is based on Section 4(B), the City shall have the remedy for damages in the amount of the late unpaid Annual Payment causing the default, plus late charges and interest, as described in Section 4(B).

11. Severability. The parties covenant and agree that they will not initiate, pursue, assist, participate in (except to oppose or defend against) or in any way aid or support any action or proceeding of any type or nature challenging the constitutionality, legality or enforceability of this Agreement, or having the effect of rendering this Agreement void or unenforceable, or that would negatively impact the validity or enforceability of this Agreement in any way. The foregoing shall not prevent any party from initiating or pursuing legal action based on the other party's default hereunder except as limited herein. If any term or provision of this Agreement or the application thereof to any person or circumstance is declared invalid or unenforceable as a result of any third party challenge, the remainder of this Agreement, including any valid portion of the invalid term or provision stricken or held invalid, shall not be affected thereby and shall, with the remainder of this Agreement, continue unmodified and in full force and effect. In the event that any portion of this Agreement shall be held invalid and/or unenforceable, resulting in the forced removal of any of the Replacement Sign, the parties shall be released from any further obligations hereunder.

12. Controlling Law and Venue. This Agreement shall be construed under the laws of the State of Florida. Venue for any proceeding arising under this agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida as to state court actions, and in the United States District Court for the Southern District of Florida as to federal court actions, to the exclusion of any other venue.

13. Authority to Execute and Bind. Each party represents and warrants that all requisite actions have been taken to authorize execution of this Agreement by the person signing on behalf of that party, and thereby bind that party to the terms and conditions of this Agreement.

14. Non-Waiver. The failure of any party to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any Exhibit hereto, or any other agreement, instrument or document of whatever form or nature contemplated hereby by any other party or parties, shall not be deemed a waiver of any right or remedy that said party may have as a result thereof, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

15. Successors and Assigns. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. This Agreement shall not run with the land.

16. Continuing Cooperation. The parties covenant and agree that they will execute such further documents and take such further actions as may be reasonably necessary to effectuate and implement the provisions and intent of this Agreement.

17. Construction. The provisions of this Agreement shall not be construed in favor of or against any particular party as each party has reviewed the terms and conditions hereof and, by execution of this Agreement, acknowledges that said party has carefully considered the legal ramifications of this instrument, has consulted with legal counsel or has knowingly and willingly chosen not to do so. This Agreement has been negotiated by the City and Clear Channel, and this Agreement, including, without limitation, the Exhibits (if any), shall not be deemed to have been prepared by any one party but, rather, by all equally. This Agreement shall be construed in a manner consistent with City Code Chapter 102, as amended by Ordinance 2017/027 and Resolution No. 2017/160.

18. No Third Party Beneficiaries. It is expressly agreed and understood that there are no third parties intended to be benefited by this Agreement or any of the terms, provisions, rights or benefits conferred herein, and no private right of action is intended to be created by this Agreement in any third party.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.

20. Term. The parties hereby expressly agree that the term of this Agreement shall be

thirty (30) years, with option to renew for thirty (30) years at mutually agreeable terms, subject to any termination rights contained herein and subject to evidence that Clear Channel has a lease agreement with the owner of the Replacement Sign location at all times during the Term. At the end of the Term, this Agreement, which constitutes the primary approval for such Replacement Sign, shall also terminate, and Clear Channel shall remove the Replacement Sign, all debris at the site and fill any holes back to grade.

21. Prohibited Advertising Displays. Clear Channel represents and warrants that the content of any advertising copy of other material installed on the Replacement Sign shall comply with all applicable laws. Further, Clear Channel shall not display on the Replacement Sign, , or any other signs owned, operated or managed by Clear Channel within the City, any advertising copy or other material advertising adult entertainment (e.g. topless clubs, adult bookstores, sexually graphic materials or X-rated movies) (all such advertising in this sentence, "Restricted Advertising"). In the event Clear Channel inadvertently places such Restricted Advertising on the Replacement Sign, or on any other sign owned, operated or managed by Clear Channel in the City, Clear Channel will remove such copy within twenty-four (24) hours of receipt of written notice from the City in the case of a digital sign, and within seventy-two (72) hours of written notice from the City in the case of a non-digital sign.

22. Indemnity and Hold Harmless. This Agreement contemplates the removal of the Existing Signs in accordance with the terms and conditions set forth in this Agreement. It is recognized that Clear Channel has lease agreements with property owners (the "Landlords") relating to such existing signs that Clear Channel is voluntarily obligating itself to remove under the terms of this Agreement. Consequently, Clear Channel agrees to indemnify the City from any lawsuit by a Landlord and shall defend with counsel designated by Clear Channel and reasonably acceptable to the City and hold the City harmless against any claim asserted by a Landlord arising from the removal of an Existing Sign that is removed after the date of this Agreement. In the event of litigation or an administrative proceeding concerning the validity or enforceability of this Agreement or the City Commission approval of same, Clear Channel shall defend the City in any such litigation with counsel designated by Clear Channel and reasonably acceptable to the City and shall seek to uphold the terms and conditions of this Agreement.

Further, Clear Channel shall defend, indemnify and hold the City harmless from any challenges to the validity or enforceability of this Agreement and may not settle any such matter without the City's consent, which may be withheld if the settlement requires the City to pay any money or forego enforcement of the City Code. Clear Channel shall also defend, indemnify and hold the City harmless from all other claims, causes of action, judgments, penalties, or other liability of any nature related to this Agreement. Nothing herein shall be deemed a waiver of the City's sovereign immunity.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the City and Clear Channel have executed or caused their duly authorized representatives to execute this Agreement.

Mayor

Dated: _____, 2021

Attest:

Approved as to legal form:

City Clerk

City Attorney

Dated: Dated: _____, 2022

Dated: _____, 2022

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing was acknowledged before me this _____ day of _____, 2022 by: _____ as _____ of THE CITY OF DEERFIELD BEACH, on behalf of the City. He/She [] is personally known to me or [] produced _____ as identification.

Notary Public, State of

Printed Name of Notary

My commission expires:

**Signed, sealed and delivered
In our presence as witnesses:**

CLEAR CHANNEL OUTDOOR, LLC

Signature

By: _____
JASPER JOHNSON
President, S. FL Division

Printed Name

Dated: _____

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me this _____ day of _____,
2022 by: _____ as _____ of Clear Channel
Outdoor. He/She [] is personally known to me or [] produced _____ as
identification.

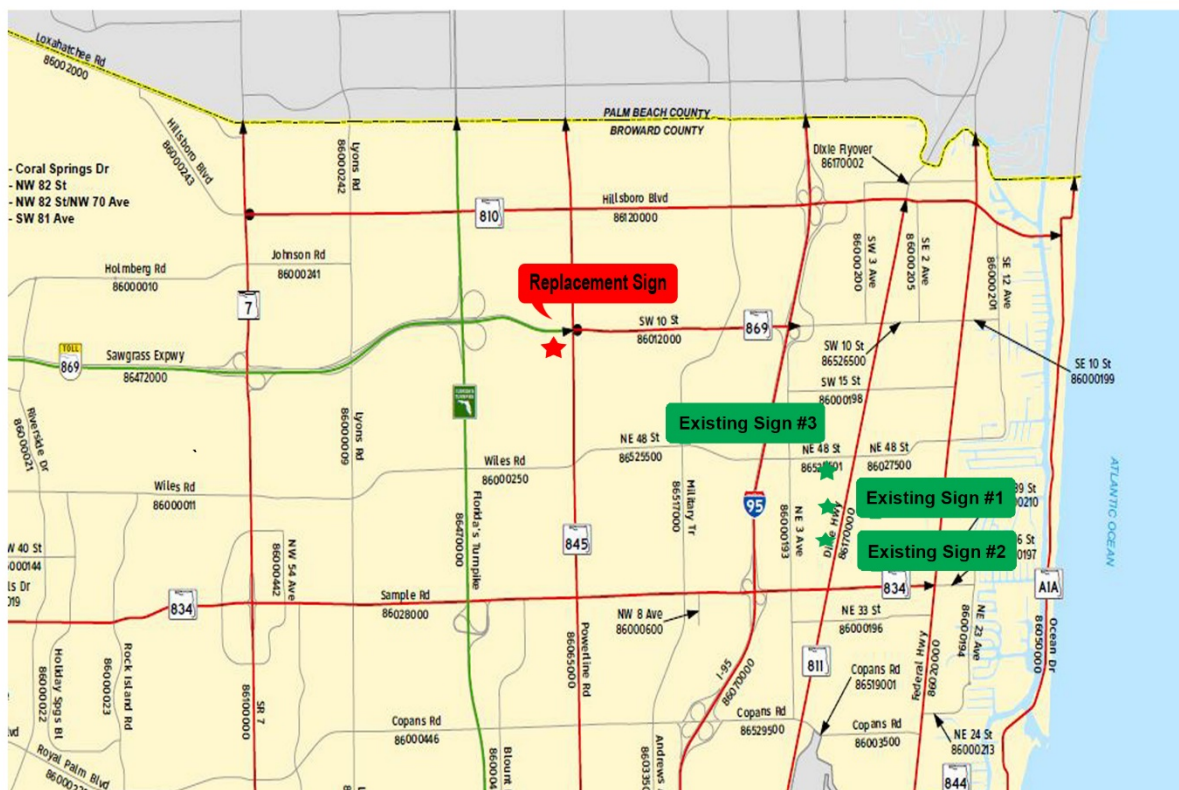
Notary Public, State of

Printed Name of Notary

My commission expires:

Exhibit#: _____

Relocation and Reconstruction Agreement Billboard Map



Existing Signs to be removed - Green

#1: Folio#: 484213070030
 #2: Folio#: 484213010140
 #3: Folio#: 484213210010 [w] /
 in conjunction with (e) 4842213300020

4381 N. Dixie Highway
 4201 N. Dixie Highway
 910 NE 48th Street
 4701 N. Dixie Hwy

Replacement Sign - Red

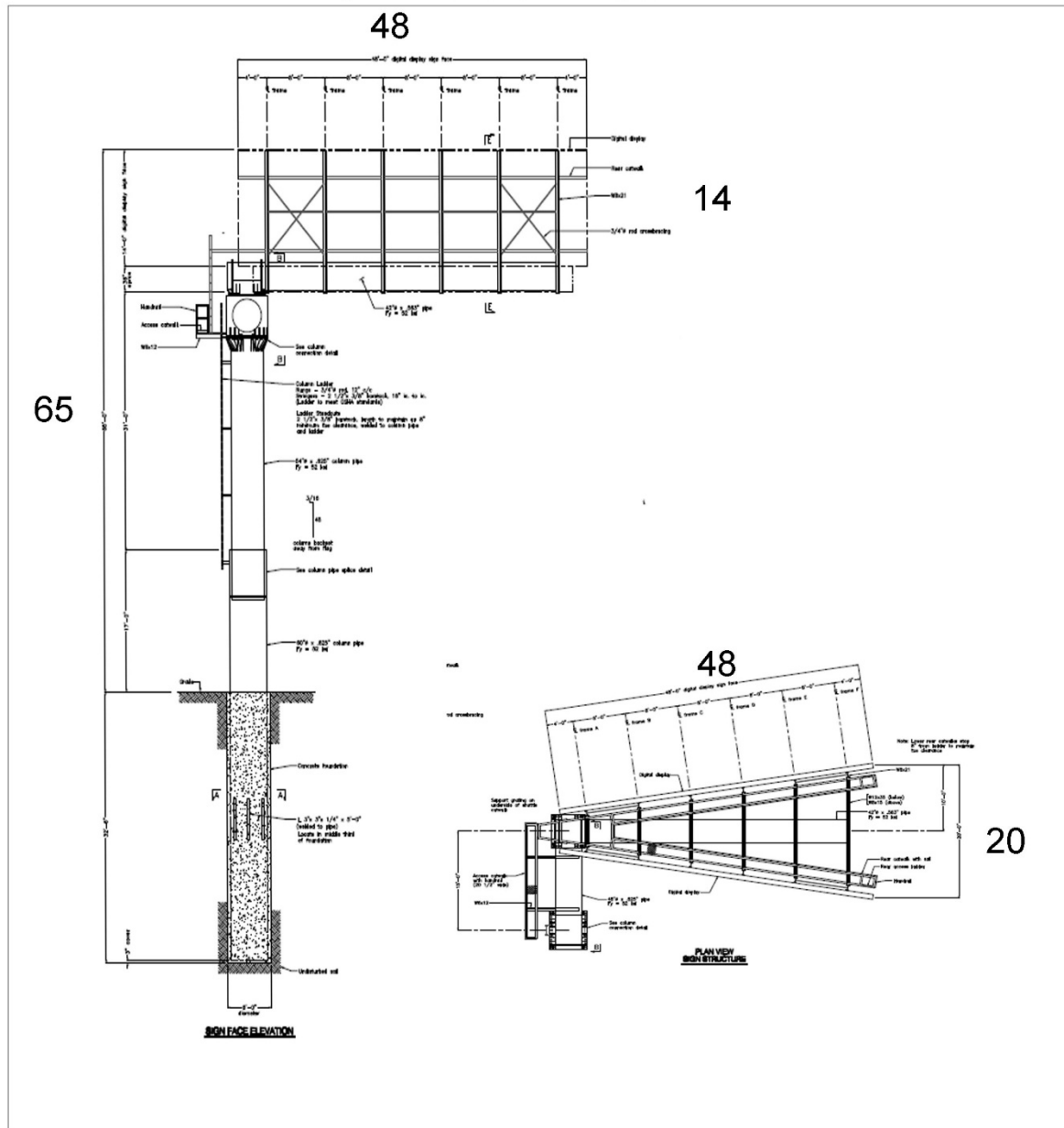
Folio#: 484209020010

3652 SW 10th Street
 aka: Sawgrass Expressway

Exhibit “ ”

3652 SW 10th Street, Deerfield Beach
aka: Sawgrass Expwy SS 600F WO Powerline Rd

Proposed “Relocated” Structure



Not To Scale

EXHIBIT “A”

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR OUTDOOR ADVERTISING PERMIT

575-070-04
 RIGHT OF WAY
 OGC – 07/18

[A] APPLICANT INFORMATION: (If you currently hold a State of Florida outdoor advertising license or permits, please enter the name, address and account number on file with the Department.) **PLEASE TYPE OR FILL OUT IN INK. APPLICATIONS SUBMITTED IN PENCIL WILL BE RETURNED. For assistance in completing this form, please call (850) 414-4569. THE DEPARTMENT WILL NOT MAKE CHANGES OR CORRECTIONS TO THIS FORM.**
PLEASE NOTE: If you do not currently hold an Outdoor Advertising License, it may be necessary for you to obtain one before a permit can be issued. All corrections must be initialed by the applicant, failure to do so will result in denial.

1. Name of Applicant or Company: Clear Channel Otdr - S Florida Div
2. FDOT Account Number: 50339 (If new account, leave blank. The Department will assign an Account Number)
3. Address of record: 5800 NW 77th Court
 City: Miami State: FL Zip Code: 33166 E-Mail: greghibbs@clearchannel.com
4. Mailing address for permit tag (if different from above): _____
5. Telephone #: 305-714-3543 Fax#: 305-714-3480

[B] SIGN LOCATION INFORMATION:

6. County: Broward 7. Within incorporated area? ☒ Yes ☐ No. If "yes," name of municipality: City of Deerfield Beach
8. Property Tax ID#: 4842 09 02 0010 Do you ☐ own or ☒ lease site? If lease, land owner: Anglo American, LLC
9. Location is on: US Route#: _____ State Road#: 869 Local Name/Number: Sawgrass Expressway
495 ☐ miles ☒ feet ☐ N ☐ E ☐ S ☒ W of St Rd 845 aka Powerline Road (nearest intersection),
 on the ☐ N ☐ E ☒ S ☐ W side of the roadway, facing ☐ N ☒ E ☐ S ☐ W
10. Sign Location Address (if available): 3652 SW 10th Street, Deerfield Beach, FL 33442
11. Distance of closest part of sign to state right of way: +20 feet feet
12. Method of marking sign location: ☒ Stake/flag ☐ Other (please describe): Wood Stake with White Top

[C] SIGN DESCRIPTION:

13. Sign is: ☐ Existing ☒ Proposed 14. Facing height (in feet): 14 Facing width (in feet): 48 Total Sq.Ft. 672
15. Changeable facing? ☒ Yes ☐ No If "yes," describe: Digital Changeable Message
16. Configuration of sign: ☐ Single facing (only one side) ☒ Multiple facings (a separate application is required for each facing)
17. Sign structure height: 65 feet above crown of right of way 18. Will sign be externally lighted? ☐ Yes ☒ No

[D] ADDITIONAL INFORMATION

19. Is this an application submitted as the result of a Department transportation project? ☐ Yes ☒ No If "yes," no permit fees need to be submitted.
 If yes, tag number(s) for sign to be affected: _____
20. Will cutting, trimming or removal of vegetation from State right of way to be required to create a viewing zone for this sign? ☐ Yes ☒ No
 If the answer is "Yes," an Application to Permit Vegetation Management at Outdoor Advertising Sign, Form 650-050-06 must be approved by the Department and the permits for two approximate comparable size nonconforming signs cancelled. The cancellation form(s) for the nonconforming permits surrendered for vegetation management MUST be submitted with the Application to Permit Vegetation Management at Outdoor Advertising Sign.
 Tag numbers of nonconforming permits to be affected: _____
21. Is an existing permit being cancelled as a condition of issuance of this permit OTHER than for 19. or 20., above? ☐ Yes ☒ No
 If yes, tag number(s) of permit(s) to be cancelled: _____

NOTE: IF A PERMIT IS BEING CANCELLED FOR ISSUANCE OF A NEW PERMIT, SUBMIT THE CANCELLATION CERTIFICATION WITH THIS PERMIT APPLICATION. FOR 19 & 21 ABOVE, THE EXISTING PERMIT WILL NOT BE CANCELLED UNLESS THE NEW PERMIT IS APPROVED.

22. Is application being submitted as the result of a Notice of Violation or Jurisdictional Change of Road? ☐ Yes ☒ No If yes, Notice Number: _____

[E] CERTIFICATION

I, Greg Hibbs, herby certify that the information given and the statements made in this application are true and that I have received, in writing, permission from the landowner or other person in lawful possession of the site to erect an outdoor advertising sign at the location designated in this application.

I understand that if a building permit is submitted in lieu of local government permission sign-off on this application, I am certifying that the local government has approved the placement of the proposed sign designated in this application, or in the case of an existing sign designated in this application, that the local government has not provided notice that the sign is illegal, and that the local government has taken no action to cause the sign to be removed.

I understand that submission of false or misleading information of material consequence on this application or attachments thereto, or any other violation of Chapter 479, F.S., or Chapter 14-10, F.A.C., unless corrected within 30 days of notification by the Department, will result in revocation of this permit.

I understand, pursuant to s. 479.106(5), F.S., that the Department shall not issue a permit for the cutting, trimming, or removal of trees or vegetation planted within the state right of way as part of a beautification project approved prior to the submission date of this application. I understand, pursuant to s. 14-10.057(1)(e)10., F.A.C., that a beautification project is approved when it is specifically identified in the Department's five-year work program, is a permitted landscape project, is part of an executed agreement between the Department and a local government, or has been approved in writing by the Department for installation at a later date by a local government.

I understand that the established view zone as defined in s. 479.106(6), F.S. will automatically be assigned as a result of this application being approved. Pursuant to s. 479.106(6), F.S., a view zone other than what is provided must be established by agreement with the Department's District Maintenance Engineer or Designee in the appropriate District Office.

I further understand that the metal permit tag issued as a result of this application being approved must be posted at the sign site designated in this application within 30 days of issuance. A completed sign, including the posting of a message, must be built within 270 days of permit issuance or the permit will become VOID.

Signature of Applicant Greg Hibbs Real Estate Representative _____ Date / / 2020
 Position in Company, if applicable _____

Applications are deemed Incomplete if [A]-[E] above are not completely filled in and the following required attachments are not submitted with the application (see instructions): Landowner authorization; Location Sketch; Local Government Zoning/Land Use verification; Local Government building permit (or equivalent); photograph of site showing markings (per [B]12) and surrounding area; Application fee.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR OUTDOOR ADVERTISING PERMIT

[A] APPLICANT INFORMATION: (If you currently hold a State of Florida outdoor advertising license or permits, please enter the name, address and account number on file with the Department.) **PLEASE TYPE OR FILL OUT IN INK. APPLICATIONS SUBMITTED IN PENCIL WILL BE RETURNED. For assistance in completing this form, please call (850) 414-4569. THE DEPARTMENT WILL NOT MAKE CHANGES OR CORRECTIONS TO THIS FORM.**
PLEASE NOTE: If you do not currently hold an Outdoor Advertising License, it may be necessary for you to obtain one before a permit can be issued. All corrections must be initialed by the applicant, failure to do so will result in denial.

1. Name of Applicant or Company: Clear Channel Otdr - S FL Div
2. FDOT Account Number: 50339 (If new account, leave blank. The Department will assign an Account Number)
3. Address of record: 5800 NW 77th Court
 City: Miami State: FL Zip Code: 33166 E-Mail: greghibbs@clearchannel.com
4. Mailing address for permit tag (if different from above): _____
5. Telephone #: 305-714-3543 Fax#: 305-714-3480

[B] SIGN LOCATION INFORMATION:

6. County: Broward 7. Within incorporated area? ☒ Yes ☐ No. If "yes," name of municipality: City of Deerfield Beach
8. Property Tax ID#: 4842 09 02 0010 Do you ☐ own or ☒ lease site? If lease, land owner: Anglo American LLC
9. Location is on: US Route#: _____ State Road#: 869 Local Name/Number: Sawgrass Expressway
495 ☐ miles ☒ feet ☐ N ☐ E ☐ S ☒ W of St Rd 845 / Powerline Road (nearest intersection),
 on the ☐ N ☐ E ☒ S ☐ W side of the roadway, facing ☐ N ☐ E ☐ S ☒ W
10. Sign Location Address (if available): 3652 SW 10th Street, Deerfield Beach, FL 33442
11. Distance of closest part of sign to state right of way: +20 feet
12. Method of marking sign location: ☒ Stake/flag ☐ Other (please describe): Wood stake with a White Top

[C] SIGN DESCRIPTION:

13. Sign is: ☐ Existing ☒ Proposed 14. Facing height (in feet): 14 Facing width (in feet): 48 Total Sq.Ft. 672
15. Changeable facing? ☒ Yes ☐ No If "yes," describe: Digital Changeable Message
16. Configuration of sign: ☐ Single facing (only one side) ☒ Multiple facings (a separate application is required for each facing)
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[D] ADDITIONAL INFORMATION

19. Is this an application submitted as the result of a Department transportation project? ☐ Yes ☒ No If "yes," no permit fees need to be submitted.
 If yes, tag number(s) for sign to be affected: _____
20. Will cutting, trimming or removal of vegetation from State right of way to be required to create a viewing zone for this sign? ☐ Yes ☒ No
 If the answer is "Yes," an Application to Permit Vegetation Management at Outdoor Advertising Sign, Form 650-050-06 must be approved by the Department and the permits for two approximate comparable size nonconforming signs cancelled. The cancellation form(s) for the nonconforming permits surrendered for vegetation management MUST be submitted with the Application to Permit Vegetation Management at Outdoor Advertising Sign.
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[E] CERTIFICATION

I, Greg Hibbs, herby certify that the information given and the statements made in this application are true and that I have received, in writing, permission from the landowner or other person in lawful possession of the site to erect an outdoor advertising sign at the location designated in this application.

I understand that if a building permit is submitted in lieu of local government permission sign-off on this application, I am certifying that the local government has approved the placement of the proposed sign designated in this application, or in the case of an existing sign designated in this application, that the local government has not provided notice that the sign is illegal, and that the local government has taken no action to cause the sign to be removed.

I understand that submission of false or misleading information of material consequence on this application or attachments thereto, or any other violation of Chapter 479, F.S., or Chapter 14-10, F.A.C., unless corrected within 30 days of notification by the Department, will result in revocation of this permit.

I understand, pursuant to s. 479.106(5), F.S., that the Department shall not issue a permit for the cutting, trimming, or removal of trees or vegetation planted within the state right of way as part of a beautification project approved prior to the submission date of this application. I understand, pursuant to s. 14-10.057(1)(e)10., F.A.C., that a beautification project is approved when it is specifically identified in the Department's five-year work program, is a permitted landscape project, is part of an executed agreement between the Department and a local government, or has been approved in writing by the Department for installation at a later date by a local government.

I understand that the established view zone as defined in s. 479.106(6), F.S. will automatically be assigned as a result of this application being approved. Pursuant to s. 479.106(6), F.S., a view zone other than what is provided must be established by agreement with the Department's District Maintenance Engineer or Designee in the appropriate District Office.

I further understand that the metal permit tag issued as a result of this application being approved must be posted at the sign site designated in this application within 30 days of issuance. A completed sign, including the posting of a message, must be built within 270 days of permit issuance or the permit will become VOID.

Signature of Applicant Greg Hibbs Real Estate Representative _____ Date: _____/_____/2021
 Position in Company, if applicable _____

Applications are deemed Incomplete if [A]-[E] above are not completely filled in and the following required attachments are not submitted with the application (see instructions): Landowner authorization; Location Sketch; Local Government Zoning/Land Use verification; Local Government building permit (or equivalent); photograph of site showing markings (per [B]12) and surrounding area; Application fee.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR OUTDOOR ADVERTISING PERMIT

RE: Application for outdoor advertising sign permit

To be completed by applicant:

Name of Applicant or Company: Clear Channel Otdr - S FL Div

Sign is: ☐ existing ☒ proposed

County: Broward Municipality, if applicable: City of Deerfield Beach

Highway Name & Number: St Rd 869 aka Sawgrass Expressway

Sign location description: St Rd 869 aka Sawgrass Expressway SS 495 feet WO St Rd 845 aka Powerline Road

Property Tax ID#: 4842 09 02 0010

DETERMINATION OF LAND USE**To be completed by appropriate zoning official:**

Designation of parcel on the Future Land Use Map: _____

Current zoning of parcel (from Land Development Regulations): _____

Does the referenced property qualify as a commercial or industrial parcel as defined in section 479.024, F.S. and section 14-10.0052, F.A.C: ☐ Yes ☐ No

Provide the specific website page where electronic copies of the documents referencing the future land use designation listed above: http://

Provide the specific website page where electronic copies of the documents referencing the current zoning designation listed above: http://

Is location within city limits: ☐ Yes ☐ No If yes, name of city: _____

Please provide the name and telephone number of the person the Department may contact if additional information is required:

Name: _____ Telephone #: _____

I certify that the above information reflects the designation of the parcel as it is shown on the current comprehensive plan adopted pursuant to chapter 163, Florida Statutes, and that I am authorized to sign this form on behalf of the county/municipality named above:

Signature of Local Government Official_____
Date_____
Printed Name and Title

NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR OUTDOOR ADVERTISING PERMIT

RE: Application for outdoor advertising sign permit

To be completed by applicant:

Name of Applicant or Company: Clear Channel Otdr - S FL Div

Sign is: ☐ existing ☒ proposed

County: Broward Municipality, if applicable: City of Deerfield Beach

Highway Name & Number: St Rd 869 aka Sawgrass Expressway

Sign location description: St Rd 869 aka Sawgrass Expressway SS 495 feet WO St Rd 845 aka Powerline Road

Property Tax ID#: _____

Is this sign site intended to be qualified under reduced spacing as authorized by Section 479.07(9)(c), Florida Statutes?

☐ Yes ☒ No

If Yes, you must submit the following documents with this application package:

(a) A copy of the local government adopted policy, ordinance, or other official document authorizing the placement of a new outdoor advertising sign on an interstate highway in exchange for the removal of an existing sign or signs; and

(b) A copy of the agreement between the Applicant and the local government identifying the sign(s) to be removed and approving the location that is the subject of this application.

LOCAL GOVERNMENT PERMISSION

Local Government Permission: Please complete the items below. You may submit another form of written statement indicating that the sign complies with all local governmental requirements. For a proposed sign location, a copy of the building permit issued by the local government may be submitted.

The outdoor advertising sign identified in this application:

- ☐ Is in compliance with all duly adopted local ordinances and has been or will be issued the necessary permits.
- ☐ Is not in compliance with local ordinances, but is legally existing as a non-conforming sign.
- ☐ Is not in compliance with local ordinances and is/would be considered to be an illegally maintained structure.

I certify that I represent the governmental entity within whose jurisdiction the sign described herein is located and that the determination reflected in this section is made under my delegated authority.

 Signature of Local Government Official Date

 Printed Name and Title

NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

APPLICATION FOR OUTDOOR ADVERTISING SIGN PERMIT**INSTRUCTIONS FOR COMPLETING**

All items on **Page 1, Parts [A] through [E]** must be filled in and **all required attachments submitted**. Applications must be typed or filled out in ink. Applications filled out in pencil will be returned. Only completed applications will be reviewed; incomplete applications will be returned to the applicant. THE DEPARTMENT WILL NOT MAKE ANY CHANGES OR CORRECTIONS TO THIS FORM. Each sign facing (side of sign) requires separate permitting; each permit requires a separate application. A permit is valid only for the location specified on the application form. **For assistance, call (850) 414-4569.**

Prohibited signs – Before making application for an outdoor advertising sign permit, check Chapter 479, Florida Statutes, and Administrative Rule Chapter 14-10, to ensure sign meets all requirements. Any sign not complying with the law will not be permitted. Furthermore, Department of Transportation approval is subject to compliance with all applicable local governmental regulations.

PART [A] Applicant Information

1. **Name of Applicant or Company:** Person or business entity in whose name the permit will be listed. This will be the name used by the Department for all billing notices, violation notices, and any correspondence from the Department to you. If you already have an outdoor advertising account with the Department, use the name currently on file (account Name of Record).
2. **FDOT Account Number:** All persons/business entities which currently hold a DOT outdoor advertising license or permit have been assigned an account number. If you are a new account (i.e., you do not have a current Outdoor Advertising License or permit(s) with the Department) leave this item blank. An Account Number will be assigned to you.
3. **Email and Mailing Address of Record:** These will be the addresses used by the Department for all billing notices, violation notices, and any correspondence from the Department to you. The mailing address will be used in instances where email is unsuccessful. [For existing accounts, this address must be the same as the address currently on file with the Department or the application will be returned for correction.]
4. **Mailing address for permit tag:** Permit tag will be mailed to the address of record (3, above) unless this item is completed.
5. Enter **Telephone#**, and **Fax#**, as applicable.

PART [B] Sign Location Information

6. **County:** The county in which the sign will be located.
7. **Within incorporated area?:** Indicate whether location is within an incorporated are. If "Yes," indicate municipality.
8. **Property Tax ID#:** The parcel identification number of the land on which the sign is or will be located. This information may be obtained from the county Property Appraiser's office. Indicate whether you are the property owner or if you lease this site. If lease, enter the name of the property owner.
9. **Location:** Indicate the state road number of the roadway you wish to permit the sign to. If there is a US route number or a local name, enter that information also. The location description should follow this format: located on US001 (US Route#), SR002 (State Road#), Palm St. (local street name of number sign is or will be located on), 200 □ miles feet x [North] (designated direction of travel – N.E.S.W.) of Main Avenue (Nearest intersection). Sign will be on the x [East] side of the highway, facing x [South]. The designated direction of travel (N,E,S, or W) from the nearest intersection must be given in relation to the designated direction of travel of the route on which the sign will be located (i.e., North-South for odd numbered routes, East-West for even numbered routes). The side of road (N,E,S, or W) is given in relation to the direction of travel. The direction the sign will face is the principal direction (N,E,S, or W) of the sign facing in relation to the direction of travel of the route. The required location sketch MUST show the roadway the sign will be on, the distance and direction from the nearest intersection(s), and any other identifiable characteristics or landmarks which will assist the Department in properly identifying the sign location (see b., under REQUIRED ATTACHMENTS).
10. **Sign Location Address:** Enter the street address of the sign location, if available.
11. **Distance of closest part of sign to edge of right of way:** Give the distance (to the nearest whole foot) from the edge of state right of way to the portion of the sign closest to the road.
12. **Method for marking location:** To ensure that the location inspected is that specified in the application, you must mark the proposed sign location with easily visible markings. Identify the markings used. The markings must be in place prior to submission of the application and remain in place 30 days after the Department's receipt of the application.

PART [C] Sign Description

13. **Sign is existing/proposed:** Indicate whether the sign has been erected or proposed to be erected.
14. **Facing height, width and total square feet:** These measurements are taken to the nearest whole foot and include border, trim, and all embellishments. Total square feet: height times the width. Sign facing refers to the portion of the sign on which the advertising copy is displayed.
15. **Changeable facing:** This refers to a sign facing where the advertising copy changes, either mechanically or electronically. Examples of changeable facings are tri-panels, which rotate, or LED displays.
16. **Configuration of sign:** Indicate whether the completed sign will have either one facing or two. A facing is a side of the sign, or the direction a sign faces. If you are applying for a sign with two sides (facings), you need to submit an application for each side.
17. **Sign structure height:** This measurement is (to the nearest whole foot) the total vertical distance from the elevation of the crown of the road to the top of the highest sign face, including any border or trim, but excluding embellishments.

APPLICATION FOR OUTDOOR ADVERTISING SIGN PERMIT

18. **Will the sign be lighted externally?** Indicate whether lighting that is not incorporated into the sign facing will be used.

PART [D] Additional Information

19. **Is this an application submitted as the result of a Departmental transportation project?:** Indicate whether the application is being submitted due to a Department eminent domain proceeding. List the permit tag numbers of the permits being cancelled. Permit fees do not need to be included with an application submitted as a result of a Department project.

20. **Do you intend to cut, trim or remove existing vegetation from state right of way to improve the visibility of the sign?** If “yes,” you must obtain a vegetation management permit from the Department before the sign permit application can be approved. Enter the permit tag numbers of the two nonconforming signs to be cancelled.

21. **Is an existing permit being cancelled as a condition of issuance of this permit other than for #19 OR #20?:** If “yes,” enter permit number(s) of permit(s) to be cancelled.

22. **Is application being submitted as a result of a Notice of Violation or Notice of Jurisdictional Change of Road?:** If you have received a Notice for an unpermitted sign at this location, you should answer “yes” to this question, and enter the Notice number.

IF EXISTING, VALID PERMITS ARE BEING CANCELLED AS A CONDITION FOR THE ISSUANCE OF A NEW PERMIT, THE CANCELLATION CERTIFICATION MUST BE SUBMITTED WITH THIS PERMIT APPLICATION.

PART [E]: This portion of the application must be signed by the applicant.

REQUIRED ATTACHMENTS: This application for an outdoor advertising sign permit will be returned to you as Incomplete if Parts [A] through [E] of the application are not completely filled in or if any of the following attachments are not submitted:

- A signed statement by the owner or other person in lawful control of the proposed sign site authorizing placement of the sign at that location. If you have indicated that you are the landowner ([B]8), you do not need to submit this authorization.
- A sketch of the proposed sign location showing, at a minimum, the roadway the sign will be permitted to, and the distance and direction from the nearest intersection(s). Include any additional information which may make the site easier to locate, e.g., local roads, landmarks, businesses, distance from other permitted signs, driveways, etc.
- A statement from the appropriate local government official identifying the land use designation on both the Future Land Use Map and the current Land Development Regulations of the parcel on which the sign is or will be located. This statement must include whether the location designated in this application qualifies as a commercial or industrial parcel. The name of the appropriate official whom the Department may contact with any questions must also be supplied. You may use Page 2 of this application or any other form of written statement from the appropriate local governmental official provided all required information is supplied.
- Verification that a building permit has or will be issued for a new sign, or that the existing sign complies with all local government regulations as either a conforming or nonconforming structure. You may use Page 2 of this application or any other form of written statement from the appropriate local governmental official provided all required information is supplied.
- A photograph of the proposed sign site showing the location markings and the surrounding vegetation; and
- The correct permit fee.

PERMIT FEES:

- THE PERMIT FEE IS \$71.00. EACH SIGN FACING REQUIRES A SEPARATE APPLICATION. FOR APPLICATIONS SUBMITTED AS A RESULT OF A DEPARTMENT PROJECT, NO PERMIT FEES NEED TO BE SUBMITTED.
- PERMIT FEES FOR THE YEAR IN WHICH APPLICATION IS MADE MAY BE PRORATED BY PAYING ONE-FOURTH OF THE ANNUAL FEE FOR EACH WHOLE OR PARTIAL QUARTER REMAINING IN THAT YEAR. **APPLICATIONS RECEIVED AFTER SEPTEMBER 30 MUST INCLUDE THE FEES FOR THE LAST QUARTER PLUS FEES FOR THE FOLLOWING YEAR. (SEE CHART BELOW.)**

	1st Qtr. Jan. 16 through April 15	2nd Qtr. April 16 through July 15	3rd Qtr. July 16 through September 30	4th Qtr. October 1 through January 15 (includes next year fees)
Prorated permit fees	\$71.00	\$53.25	\$35.50	\$88.75

Payment may be made by personal or business check or money order. Make check or money order payable to the Department of Transportation. Cash or credit cards will not be accepted as payment. It is suggested that you submit separate checks for each permit applied for.

SUBMISSION OF APPLICATION: Submit the application and all required attachments to the Florida Department of Transportation, 605 Suwannee Street, Mail Station 22, Tallahassee, FL 32399-0450.

APPROVAL OF APPLICATION: Every completed application shall be acted on by the Department within 30 days after receipt by the Department. Upon approval of the application, a copy of the permit and the permit tag will be mailed to the applicant. If not approved, the Outdoor Advertising Office will notify the applicant, in writing, stating the reason(s) for the denial.

PERMIT TAGS: Upon approval of the application for a sign permit, the applicant will be furnished a serially numbered permanent metal permit tag, which must be displayed at the permitted location at all times until returned to the Department for cancellation. **THE PERMIT TAG MUST BE POSTED AT THE SIGN LOCATION WITHIN 30 DAYS OF ISSUANCE BY THE DEPARTMENT. A COMPLETED SIGN MUST BE ERECTED WITHIN 270 DAYS FROM THE DATE OF PERMIT ISSUANCE OR THE PERMIT WILL BECOME VOID BY ACTION OF LAW. A PERMITTEE WHO HAS NOT POSTED THE PERMIT TAG AT THE LOCATION WITHIN THE PRESCRIBED 30 DAYS MUST APPLY TO THE DEPARTMENT FOR A NEW PERMIT TAG. A PERMITTEE WHO HAS NOT ERECTED A COMPLETE SIGN, INCLUDING DISPLAYING A MESSAGE, WITHIN THE PRESCRIBED 270 DAYS MAY NOT SUBMIT ANOTHER APPLICATION FOR THAT SIGN SITE FOR AN ADDITIONAL 270 DAYS FROM THE DATE THE PERMIT IS DECLARED VOID.**

14-10.004 Outdoor Advertising Permit Applications, Criteria, and Permit Issuance.

(1) Applications. An application for a new sign permit is made by completing and submitting an Application for Outdoor Advertising Permit, Form 575-070-04, Rev. 6/15, incorporated herein by reference at <https://www.flrules.org/Gateway/reference.asp?No=Ref-05475> to the address listed in paragraph 14-10.0011(2)(a), F.A.C. Each application for a sign permit shall meet the requirements of Chapter 479, F.S., this rule chapter, and the 1972 Federal-State Agreement, incorporated herein by reference at <https://www.flrules.org/Gateway/reference.asp?No=Ref-05479>. In the event of a conflict between a provision in the 1972 Federal-State Agreement and a provision of Chapter 479, F.S., the more restrictive provision shall apply.

(a) A separate application is required for each sign permit requested (i.e. a back to back sign will require two applications). Separate payment for each application is recommended to avoid denial of multiple applications should one application be denied.

(b) Prior to issuing a sign permit, the Department will inspect the proposed sign site for compliance with Chapter 479, F.S., and this rule chapter. To ensure that the site being inspected is the same site specified in the application, the applicant shall mark the proposed site in such a manner that the markings are visible from the main-traveled way. The markings shall be displayed upon submission of the application, and shall be maintained by the applicant until the Department has approved or denied the application.

(c) The Department will act on sign permit applications in order of the date and time of receipt of complete applications.

1. An application will be considered complete when all items on the application form have been filled in, all required attachments have been received, and the correct permit fees have been submitted. All information provided on the application must be certified as being true and correct. Information required on the application from the local zoning official providing allowable land use and local government approval, must be current as of the date the complete application is received by the Department and the applicant must demonstrate that the conditions are still in effect.

2. Applications submitted with payment that will become void within 30 days from the Department receipt will be returned as incomplete.

3. Applications containing incorrect information will be denied.

4. Incomplete sign permit applications will be returned to the applicant along with any sign permit fees submitted with the application.

5. Completion of, or corrections to, the original submitted document must be initialed by the applicant on the original application.

6. Pursuant to Section 479.07(3)(b), F.S., the written statement from the landowner must have been issued to the applicant, or on behalf of the applicant. If a lease document is submitted as the statement from the landowner, the applicant must be the named lessee, or the document must be accompanied by a properly executed transfer of the leasehold rights to the applicant. The written statement must:

- a. Identify the property on which the sign is to be located;
- b. Indicate that the person authorizing placement of the sign on the property is the owner or the person in lawful control of the property. If the person authorizing placement of the sign is not the owner of the property, the legal status which gives him or her lawful control of the property must be indicated;
- c. Grant the permission to or on behalf of the applicant; and,
- d. Authorize placement of the sign on the subject property.

(2) Application status. Complete applications will be either approved or denied within 30 calendar days of receipt by the Department unless an earlier application for that site or a competing site is under review, the applicant is seeking a vegetation management permit, or removal of a conflicting sign is pending.

(a) A denied application will remain in a pending status until the time to request an administrative hearing pursuant to Sections 120.569 and 120.57, F.S., has elapsed. If a hearing is requested, the application shall remain in a pending status until a final order has been issued and the time to request an appeal of the order has elapsed. If an appeal is taken, the application will remain in a pending status until the mandate is issued by the appellate court. Subsequent applications for conflicting sites shall be held without action until the pending status of the earlier application is resolved.

(b) If an application is approved, all subsequently received applications for conflicting sites shall be denied.

(c) When a permit application is received for a new sign site where vegetation management is required pursuant to Section 479.106, F.S., the permit will not be issued until the applicant has been issued a vegetation management permit by the Department in accordance with Rule 14-10.057, F.A.C. A permit shall not be issued to an applicant for a location at which unpermitted cutting, removal, or trimming of vegetation has occurred until such time as payment of the administrative penalty and mitigation as required by Rule 14-10.057, F.A.C., and Section 479.106(7), F.S., respectively, have been collected and the applicant has surrendered two nonconforming signs in accordance with Section 479.106(5), F.S.

(d) Applications for sign permits at locations which conflict with spacing requirements relating to the location of an expired or canceled sign permit will not be processed until the sign for which the expired or canceled permit was issued is removed, except for a sign permit being canceled as a condition for issuance of a new sign permit.

(3) Reduced Spacing on Interstates. For applications to be considered for a sign with between 1,000 feet and 1,500 feet of spacing from the nearest outdoor advertising sign along an interstate in accordance with Section 479.07(9)(c), F.S., in addition to the requirements of subsection (1) of this section, the applicant must submit:

(a) A copy of the local government adopted policy, ordinance, or other official document authorizing the placement of a new outdoor advertising sign along an interstate highway, in exchange for the removal of an existing sign from areas specifically designated by the local government; and,

(b) A copy of the agreement between the local government and the sign owner allowing such removal and replacement.

(4) Size. Each sign facing shall not exceed 30 feet in height. Each sign facing shall not exceed 60 feet in length. Advertising copy shall not exceed 950 square feet for all sign faces. Embellishments shall not extend more than five feet beyond the permanent sign face, and are included in any measurement of the height, width, or area of the sign facing.

(5) Number of Sign Faces. There shall be no more than two faces showing at one time for each sign facing.

(6) Location. Signs shall not be located in such a manner as to obscure or otherwise interfere with the effectiveness of an official traffic sign, signal, or device.

(7) Spacing. The distance between a proposed sign and the nearest permitted sign shall be measured along the edge of pavement of the main-traveled way from the location marked by the applicant to the location of the permitted sign. For signs that are permitted, but not constructed, the milepost location reflected in the permitted sign's application shall be used. Measurement along the edge of pavement shall be from a point perpendicular to a tangent on the edge of the main-traveled way nearest the location of the sign.

(a) For V-type, or back-to-back signs, to be considered one sign for spacing purposes, the sign facings must either be connected by the same sign structure or cross-bracing, or the sign structures must be not more than fifteen feet apart at their nearest point.

(b) Official signs, signs exempt from permitting under Section 479.16, F.S., and structures that are not permitted signs shall not be considered in determining compliance with spacing requirements.

(c) The width of any intersections will be included in the measured distance between signs. This distance is measured in a direct line from the points of intersection of the edges of the main-traveled way.

(d) No sign permit shall be issued for a sign to be located on the interstate highway system, which is outside the boundaries of an incorporated municipality and within 500 feet of an interchange, intersection at grade, or rest area. The distance shall be measured along the interstate in the direction leading away from the interchange, intersection at grade, or rest area beginning at the pavement widening of the exit from the main-traveled way, or at the end of pavement widening of the entrance to the main-traveled way. For the purposed of this subsection, all portions of an interchange between the points of pavement widening of the entrance and exit ramps of the same interchange shall be considered part of that interchange.

(e) When a sign or proposed sign is, or would be located within the controlled area and visible from any portion of the main-traveled way of more than one highway subject to the jurisdiction of the Department, pursuant to Section 479.07(1), F.S., the sign shall meet the permitting requirements of all highways, and

be permitted to the roadway with the stricter controls.

(8) Sign Structure Height. The height of a sign structure shall be measured from the elevation of the crown of the main-traveled way to which the sign is permitted to the top of the highest sign face, excluding embellishments.

(9) Lighting. Signs shall not be illuminated by flashing, intermittent, or moving lights. Signs shall not be illuminated so that it interferes with the effectiveness of or obscures, an official traffic sign, device, or signal.

(10) Changeable messages – Signs may have an automatic changeable facing provided:

(a) The static display time for each message is at least six seconds;

(b) The time to completely change from one message to the next is a maximum of two seconds or, if messages are displayed digitally, the message must change instantaneously;

(c) The change of message occurs simultaneously for the entire sign face; and,

(d) All signs with changeable messages shall contain a default design that will ensure no flashing, intermittent message, or any other apparent movement is displayed should a malfunction occur.

(11) Outside an incorporated area, signs will not be permitted within 100 feet of the property line of a cemetery, public park, public reservation, public playground, or state or national forest. For schools and churches outside an incorporated area, signs will not be permitted within 100 feet of the outer edges of the primary building or primary building complex when the individual units of the complex are connected by covered walkways.

(12) Changes to Roadway Designations.

(a) A sign existing at a location which was not previously subject to the permitting requirements of Chapter 479, F.S., and this rule chapter, but has subsequently become subject to the requirements due to changes in the jurisdictional designation of highways, shall be granted a conforming or non-conforming state permit in accordance with the process outlined below:

1. The Department shall conduct an inventory of outdoor advertising signs on the highway section subject to jurisdictional change and, within 60 calendar days of the effective date of the proposed change, advise all affected sign owners and local governments that the change is being considered, the regulatory effect of the change, and when the change may become effective.

2. Upon approval of the jurisdictional change, the Department will provide a second notice to sign owners and local governments advising that the change in jurisdiction has become effective and that sign owners have 30 calendar days from receipt of the second notice to submit an application for a sign permit.

3. When the Department is unable to provide the advance notice referenced in paragraph (a), the Department will advise the affected sign owners that they have 90 calendar days from receipt of the notice, that the change in jurisdiction has become effective and to submit an application for a sign permit.

4. The sign owner shall submit a completed application as provided in above subsection (1) together with all items required pursuant to Section 479.07(3)(b), F.S. The written statement required by Section 479.07(3)(b), F.S., shall be any written document from the appropriate local governmental official indicating compliance with local requirements as of the date of the permit application. A previously issued building permit shall be accepted as the statement from an appropriate local governmental official, except where the local government has provided notice to the sign owner that the sign is illegal or has undertaken action to cause the sign to be removed. When a building permit is submitted as the statement of the local government, the applicant shall certify in the application that the local government has not provided notice that the sign is illegal, and that the local government has taken no action to cause the sign to be removed. If land use information is not provided in accordance with Section 479.024, F.S., but all other permit requirements are met, the Department shall classify the sign as non-conforming upon permit issuance.

(b) When a change in the designation of a highway removes that highway from the Department's regulatory jurisdiction, a notice will be provided to all permittees on the affected roadway informing them their sign is no longer subject to the Department's jurisdiction and their permit will not be renewed.

(c) When a controlled road, or any portion of a controlled road, is designated as a scenic highway or scenic byway pursuant to Section 335.093, F.S., new permits will not be issued for signs visible from the portion of the highway designated as a scenic highway or byway.

(13) Upon Department verification that an application meets the requirements of Chapter 479, F.S., and this rule chapter, the Department will issue an Outdoor Advertising Permit and a permit tag to the applicant.

(14) Posting of Tags. The permit tag issued by the Department must be posted at the sign site within

30 calendar days of issuing the sign permit and must remain in place at all times, whether or not a sign has been erected, or a previously erected sign has been removed. If a permit tag is lost, stolen, or destroyed, the permittee must apply to the Department for a replacement tag on Outdoor Advertising Permit Tag Replacement Request, Form 575-070-01, Rev. 06/15, incorporated herein by reference, at <https://www.flrules.org/Gateway/reference.asp?No=Ref-05477> and shall include a replacement fee of \$12.00 per tag.

(15) Changes made to the Department's inventory, maintained in accordance with Section 479.02(8), F.S., to reflect physical characteristics of a sign or sign facing existing at the time of an inventory update shall not create a waiver or constitute forgiveness of any violation of Chapter 479, F.S.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 334.044(28), 339.05, 479.02, 479.04, 479.07, 479.106(5), 479.11, 479.24 FS. History—(Formerly part of Rule 14-10.04, Permits; 14-15.05, Right of Way Bureau Operating Procedures), New 3-28-76, Amended 4-21-77, 12-10-77, 6-26-78, 12-31-78, 1-1-86, Formerly 14-10.04, Amended 7-7-92, 6-28-98, 8-10-99, 8-19-01, 1-25-04, 3-15-05, 12-31-06, 4-2-09, 10-3-10, 1-7-16.





December 21st, 2020

City of Deerfield Beach
and / or Florida Department of Transportation

Re: Lease#: 80372
Location: Sawgrass Expwy S/S 600F W/O Powerline Rd
Address: 3652 SW 10th Street, Deerfield Beach, FL 33442
PCN#: 4842 09 02 0010

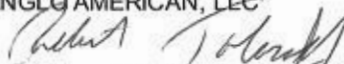
Dear Governmental Agency;

I, ROBERT TODOROFF, as owner of ANGLO AMERICAN, LLC, as the landlord/property owner, hereby grant permission to and authorize Gregory J. Hibbs, a Real Estate Representative for and on the behalf of Clear Channel Outdoor – South Florida Division to be my agent, specifically and limited to the above mentioned proposed outdoor advertising display to be placed on my property. As my agent, he is authorized to apply, govern all decisions for any and all permitting documents, engineering plans, zoning codes and the placement of the outdoor advertising displays in regards to this property.

As the owner of above-mentioned property, I have the authority, legal status and lawful control to enter into a Lease with Clear Channel Outdoor and to execute this permission letter. The title to this property is in the name of ANGLO AMERICAN LLC and I am the sole owner. This letter is to give permission for Clear Channel Outdoor to expedite and receive all necessary permits for this outdoor advertising display from any governmental agency involved and to approve the construction (placement) of the sign on the property.

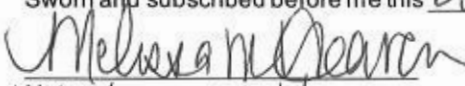
As of above date, I, ROBERT TODOROFF, on behalf of ANGLO AMERICAN, LLC, has reviewed and approves the DARK MOSS – Tree Removal and Mitigation Plan which Clear Channel Outdoor, LLC is submitting to the City of Deerfield Beach, FL. and understands that Clear Channel Outdoor may revise the landscaping permit to screen the monopole at the city's direction.

Sincerely,
ANGLO AMERICAN, LLC


Print Name: ROBERT TODOROFF
Title: owner

State of: New York
County of: ERIC

Sworn and subscribed before me this 22nd day of December A.D. 20 20


Notary
Melissa M. Heavern
Print Notary Name:

MELISSA M HEAVERN
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
LIC. #01HE6340348
COMM. EXP. 04/18/ 2024

If you have any questions in regards to this Permission Letter, please feel free to call me at my desk direct line (305) 714-3543.

Sincerely,

Greg Hibbs
Real Estate Representative

CLEAR CHANNEL OUTDOOR
5800 NW 77th Court, Miami, Florida 33166
Telephone: (305) 592-6250 Direct Line#: (305) 714-3543 Fax: (305) 714-3480



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1153

Agenda Date: 4/19/2022

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 Deerfield Beach Community Cares, Inc. to collaborate in assisting city residents by supporting mental and behavioral health; 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

Deerfield Beach is a diverse community that has experienced significant loss through several student and staff suicides at Deerfield Beach High School. These tragic incidents brought to light the mental health needs of the community and opportunities to improve the support and resources provided to them. Although there have been attempts to engage the Deerfield Beach community with informal mental health support, some young people and families distrust traditional therapeutic services and report feeling stigma when seeking assistance. Deerfield Beach youths need support to improve their mental health and well-being. While mental health and wellness are primary concerns, the impact of community trauma, systemic racism, and economic and environmental concerns are critical foundational concerns.

Communities often address these concerns uniquely and independently. The goal of Deerfield Beach Community Cares, Inc. ("DBCC") is the creation of a resident-led funding approach designed to address the community's most complex health and quality of life issues, neighborhood by neighborhood. "Collective impact" describes an intentional way of working together and sharing information for the purpose of solving a complex problem. Proponents of collective impact believe that the approach is more likely to solve complex problems than if a single nonprofit were to approach the same problem(s) on its own.

Current Activity

The City of Deerfield Beach desires to partner with DBCC via a memorandum of understanding ("MOU") to assist residents in having access to health support (including mental and behavioral), being food secure, and having abundant access to cleaner air and healthy foods.

DBCC agrees to:

- a. Meet with the City quarterly for an hour to review work, identify potential challenges and/or opportunities, discuss solutions, and outline the next steps.
- b. Collaborate with the City in pursuing potential grant opportunities to pursue further collaboration.

- c. Implement annual activities and programs in support of health, mental health, access to healthy food, and overall community wellbeing.
- d. Plan, coordinate, and implement an annual Teen Summit focused on amplifying youth voices and helping them guide the vision for youth opportunities in the community.
- e. Collaborate with the City community in the implementation of a bike program to engage the community in active living and physical activity, as well as support mobility and access efforts to support the Deerfield Beach community.
- f. Attend Educational Advisory Board monthly meetings and/or any or all appropriate meetings relevant to the work outlined in this agreement, as requested by the City.

Recommendation

Staff is requesting the City Commission to approve, and authorize the City Manager to execute the MOU between the City of Deerfield Beach and Deerfield Community Cares, Inc.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING (“MOU”) WITH DEERFIELD BEACH COMMUNITY CARES, INC. TO COLLABORATE IN ASSISTING CITY RESIDENTS BY SUPPORTING MENTAL AND BEHAVIORAL HEALTH; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MOU; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, in 2018, many members from the Deerfield Beach community were both directly and indirectly, affected by the tragic shooting at Stoneman Douglas High School in the neighboring community of Parkland that left 17 injured and killed 17 people, which caused terror, trauma, post-traumatic stress syndrome, and other mental/behavioral health issues; and

WHEREAS, safety and health issues, including mental and behavioral health, can negatively affect youth and family growth, development, resiliency, wellbeing, and success; and

WHEREAS, mental and behavioral issues often lead to severe health and economic disparities, traumas, and other negative effects, including suicide, if not addressed or treated; and

WHEREAS, nutrition and environmental-related conditions such as heart disease, diabetes, and high blood pressure decrease Americans’ lifespans and quality of life, leading to millions of deaths per year and leaving millions more severely ill, disadvantaged, and impaired; and

WHEREAS, in 2019, over one in ten South Floridians were food insecure and did not know where their next meal would come from; and

WHEREAS, one in five children in Broward County go to bed hungry each night; and

WHEREAS, increased social and environmental stressors, including lack of access to food, limited health support, toxic environments, and others have been shown to significantly impact people’s ability to cope and deal with daily life; often leading to chronic anxiety, stress and depression, among other behavioral issues; and

WHEREAS, insecurity to assist City residents in accessing better services and support, a cleaner environment and healthy, fresh foods to build toward a future where no person dies from mental/behavioral health-related issues, no child need go hungry, and where all Americans have access to healthy, affordable, fresh, locally made and sustainably produced food; and

WHEREAS, Deerfield Beach Community Cares, Inc. (“DBCC”) is a resident-led organization designed to help solve the community’s most complex health and quality of life issues, neighborhood by neighborhood; and

WHEREAS, the City and DBCC wish to enter into a memorandum of understanding to partner together to assist residents in having access to health support (including mental and

behavioral), being food secure, and having abundant access to cleaner air and healthy foods (the “MOU”); and

WHEREAS, the City Commission finds it to be in the best interest of the City to approve the MOU with DBCC to assist residents in having access to health support (including mental and behavioral), being food secure, and having abundant access to cleaner air and healthy foods.

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 DBCC, attached as Exhibit “A.”

Section 3. The City Manager is authorized to execute the MOU with DBCC, 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 (the “MOU”) is entered into on this ____ day of _____, 2022 (the “Effective Date”) by and between the **CITY OF DEERFIELD BEACH**, a municipal corporation (the “City”) and **DEERFIELD BEACH COMMUNITY CARES, INC.**, a Florida not for profit corporation (“DBCC”).

RECITALS

WHEREAS, Deerfield Beach is a city in the northern area of Broward County, Florida, United States, with a population of 86,859 [2020], and serves a diverse community; and

WHEREAS, safety and health issues, including mental and behavioral health, can negatively affect youth and family growth, development, resiliency, wellbeing, and success; and

WHEREAS, mental and behavioral issues often lead to severe health and economic disparities, traumas, and other negative effects, including suicide, if not address or treated; and

WHEREAS, in 2018 many members from the Deerfield Beach community were both directly and indirectly, affected by the tragic shooting at Stoneman Douglas High School in the neighboring community of Parkland, that left 17 injured and killed 17 people, which caused terror, trauma, post-traumatic stress syndrome (PTSS), and other mental/behavioral health issues; and

WHEREAS, nutrition and environmental-related conditions such as heart disease, diabetes, and high blood pressure decrease Americans’ lifespans and quality of life, leading to millions of deaths per year and leaving millions more severely ill, disadvantaged, and impaired; and

WHEREAS, in 2019, over 1 in 10 South Floridians were food insecure and did not know where their next meal would come from; and

WHEREAS, 1 in 5 children in Broward County go to bed hungry each night; and

WHEREAS, increased social and environmental stressors, including lack of access to food, limited health support, toxic environments, and others have been shown to significantly impact people’s ability to cope and deal with daily life; often leading to chronic anxiety, stress and depression, among other behavioral issues; and

WHEREAS, policies, systems, and programs that increase access to healthy foods, access to health (including mental health), and access to other opportunities for improved wellbeing, particularly in low-income communities and communities of color, are significantly associated with better eating habits and decreased risk for illness; and

WHEREAS, the City wishes to support mental and behavioral health and eliminate food insecurity to assist City residents in accessing better services and support, a cleaner environment and healthy, fresh foods to build toward a future where no person dies from mental/behavioral

health-related issues, no child need go hungry, and where all Americans have access to healthy, affordable, fresh, locally made and sustainably produced food; and

WHEREAS, DBCC is a resident-led organization designed to help solve the community's most complex health and quality of life issues, neighborhood by neighborhood; and

WHEREAS, DBCC actively partners with the following organizations and institutions within the community and throughout the County:

- City of Deerfield Beach
- JM Family
- Zion Lutheran Church
- Broward County
- United Way of Broward County
- Deerfield Beach BSO
- Community Foundation of Broward
- Urban Health Partnerships
- The South Broward Community Health Hub
- 211 first call for help
- Broward County Public Schools
- Broward County PTA
- Community providers

WHEREAS, the City desires to partner with DBCC to assist residents in having access to health support (including mental and behavioral), being food secure, and having abundant access to cleaner air and healthy foods.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

1. **Recitals:** The parties hereto acknowledge and agree that the above recitals are true and correct and are hereby incorporated by this reference.

2. **Purpose Statement:** This MOU is initiated with the intent to establish a partnership between the City and DBCC to assist residents in having access to health support (including mental and behavioral), being food secure, and having abundant access to cleaner air and healthy foods. This MOU outlines different roles and responsibilities for the parties.

3. **Term:** The term of this MOU shall commence on the Effective Date and continue in full force and effect for a period of two years. The City has the option to renew this MOU for one additional two-year term by providing written notice to DBCC at least thirty (30) days prior to the expiration of this MOU.

4. **Termination:** Either party may terminate this MOU without cause upon thirty (30) days' prior written notice.

5. **Duties and Responsibilities:** Both agencies desire to substantially improve the health of Deerfield Beach residents and enhancements to the community and to improve health equity and wellbeing in our City. To meet these goals:

The City agrees to:

- a. Meet with DBCC quarterly for an hour to review work, identify potential challenges and/or opportunities, discuss solutions, and outline next steps.
- b. Collaborate with DBCC in pursuing grant opportunities for the benefit of both the City and DBCC.
- c. Collaborate with DBCC in implementing a bike club program.
- d. Support and promote DBCC events and activities through newsletters, announcements, social media and signage throughout the City.

DBCC agrees to:

- a. Meet with the City quarterly for an hour to review work, identify potential challenges and/or opportunities, discuss solutions, and outline next steps.
- b. Collaborate with the City in pursuing potential grant opportunities to pursue further collaboration.
- c. Implement annual activities and programs in support of health, mental health, access to healthy food and overall community wellbeing.
- d. Plan, coordinate and implement an annual Teen Summit focused on amplifying youth voice and helping them guide the vision for youth opportunities in the community.
- e. Collaborate with the City in the implementation of a bike program to engage community in active living and physical activity; as well as support mobility and access efforts to support the Deerfield Beach communities.
- f. Attend Educational Advisory Board monthly meetings and/or any or all appropriate meetings relevant to the work outlined in this agreement, as requested by the City.

6. **Non-Discrimination:** During the performance of this MOU, both parties shall not discriminate on the basis of race, color, gender, national origin, sexual orientation or any other category specifically protected by all applicable laws, in the solicitation for or purchase of goods and/or services, or the subcontracting of work in the performance of the MOU.

7. **Governing Law:** This MOU and the rights and duties of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida. Any action, whether at law or in equity, shall be commenced and maintained and venue shall properly be in Broward County, Florida.

8. **Public Records Law:** DBCC shall comply with public records laws, as set forth in Chapter 119, Florida Statutes, and shall:

- a. Keep and maintain public records required by City to perform the services required under this MOU.
- b. Upon request from City's custodian of public records, DBCC shall provide City with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- c. DBCC shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MOU's term and following completion of the MOU if Agency does not transfer the public records to City.
- d. Upon completion of the MOU, DBCC shall transfer, at no cost to City, all public records in possession of Agency or keep and maintain public records required by DBCC to perform the services required under the MOU.
- e. If DBCC transfers all public records to City upon completion of the MOU, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- f. If DBCC keeps and maintains public records upon completion of the MOU, City shall meet all applicable requirements for retaining public records.
- g. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with City's information technology systems.

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

Custodian of Public Records: SAMANTHA GILLYARD, CITY CLERK

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

Telephone number: 954-480-4213

Email: WEB.CLERK@DEERFIELD-BEACH.COM

9. **Assignment:** The MOU may not be assigned by DBCC except with the prior written consent of the City in its sole discretion.

10. **Sovereign Immunity:** Nothing in this MOU shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

11. **Indemnification:** DBCC shall indemnify, defend, and hold the City, its agents, servants, and employees harmless from and against any claims, demands, costs, expenses, or cause of action, including, but not limited to, attorney's fees of any kind or nature arising out of product liability, error, omission, negligent act, conduct, or misconduct of DBCC, its agents, servants, or employees. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

12. **Notice:** Whenever any notice, demand or consent is required or permitted under this MOU, such notice, demand or consent shall be written and shall be deemed given when sent by certified mail, return receipt requested, hand delivery, reputable overnight carrier (e.g. Fed Ex, UPS), or via email to the parties' address listed below:

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

BDCC: Deerfield Beach Community CARES
Executive Director
Joel L. Smith
959 SE 6th Ave
Deerfield Beach, FL 33441

13. **Modification:** No modification of any of the provisions of this MOU shall be binding unless in writing and signed by both parties to this MOU.

14. **Headings/Number, Gender:** The headings contained in this MOU are for reference purposes only and shall not affect in any way the meaning or interpretation of this MOU. When the context requires, the gender of all words includes the masculine, feminine, and neuter, and the number of all words includes the singular and plural.

15. **Severability:** If any provision of this MOU is deemed to be invalid or unenforceable, the remainder of this MOU shall be valid and enforceable as though the invalid or unenforceable parts had not been included herein.

16. **Counterparts:** This MOU may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

17. **Entire Agreement:** This MOU, and all attachments and documents referenced herein, supersedes all previous contracts concerning the subject matter herein, and constitutes the entire agreement between the parties regarding the subject matter hereof. As between the parties, no oral statements or prior written material not specifically referenced in this MOU will be of any force and effect.

IN WITNESS WHEREOF, the parties have executed this MOU having read, understood, and agreed to all the terms, conditions, obligations, rights, covenants, representations, and warranties herein and intending to be bound as of the Effective Date.

CITY OF DEERFIELD BEACH

**DEERFIELD BEACH COMMUNITY
CARES**

By:

Name:

Title:

Date

:

By:

Name

:

Title:

Date:

Approved as to form and legal sufficiency for the
sole use of and reliance by the City of Deerfield Beach:

By: _____

City Attorney, City of Deerfield Beach

Date: _____



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1191

Agenda Date: 4/19/2022

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 State Housing Initiative Program ("SHIP") Local Housing Assistance Plan ("LHAP") for fiscal years 2022/2023 through 2024/2025; authorizing the Mayor to execute any necessary documents and certifications required by the State; authorizing the submission of the LHAP for review and approval by the Florida Housing Finance Corporation; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In 1992, the William E. Sadowski Affordable Housing Act created a dedicated revenue source for the state and local housing trust funds to fund housing programs such as the State Housing Initiatives Partnership Program ("SHIP"), which provides funding for local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. SHIP is designed to serve very low, low- and moderate-income families.

SHIP is administered by the Florida Housing Coalition and funding is distributed to eligible counties and cities on an entitlement basis. Entitlement communities are required to develop a Local Housing Assistance Plan ("LHAP"), which identifies strategies to meet the affordable housing needs of the community and details how funding through SHIP will be expended every three years.

The City of Deerfield Beach is a SHIP entitlement community and receives an annual funding allocation from the State. The City has been utilizing SHIP funds for the following affordable housing programs: Homeowner Rehabilitation, Purchase Assistance and Disaster Assistance.

Current Activity

The City of Deerfield Beach LHAP for Fiscal Years 2022/2023, 2023/2024, and 2024/2025 is due to the Florida Housing Coalition by May 2, 2022. The City would like to continue utilizing SHIP funds to assist eligible very low, low- , and moderate-income families in the community with home repairs, down payment and closing costs for the purchase of a home in the City, and disaster assistance. The proposed LHAP for Fiscal Years 2022/2023, 2023/2024, and 2024/2025 incorporates the City's delivery goals, estimated budget, and timeline for expenditures.

Public input was solicited during development of the proposed plan. Two public meetings were held in coordination with the Affordable Housing Advisory Committee meetings on February 7, 2022 and April 4, 2022 and a 30-day public comment period began on March 15, 2022 and ended on April 14,

2022.

In FY 21/22, the City received a SHIP allocation in the amount of \$529,909 and anticipates receiving an estimated \$826,191 in FY 22/23.

Recommendation

It is recommended that the City Commission approve the City of Deerfield Beach Local Housing Assistance Plan for Fiscal Years 2022/2023, 2023/2024, and 2024/2025 and authorize submittal to the Florida Housing Coalition.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE STATE HOUSING INITIATIVE PROGRAM (“SHIP”) LOCAL HOUSING ASSISTANCE PLAN (“LHAP”) FOR FISCAL YEARS 2022/2023 THROUGH 2024/2025; AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS REQUIRED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LHAP FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the William E. Sadowski Affordable Housing Act of 1992 created a dedicated revenue source for the state and local housing trust funds expressly and specifically to fund state and local housing programs that assist local governments in meeting the housing needs of its populations; and

WHEREAS, the State Housing Initiatives Partnership (“SHIP”) Act, ss. 420.907-420.9079, Florida Statutes, and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; the methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, since 1993, the City has been a recipient of SHIP funds and receives an annual allocation from the SHIP Program; and

WHEREAS, SHIP is administered by the Florida Housing Coalition and funding is distributed to eligible counties and cities on an entitlement basis; and

WHEREAS, the City has utilized SHIP funds as part of its Local Housing Assistance Program (“LHAP”) to assist eligible very low, low-, and moderate-income families in the community with home repairs, down payment and closing costs for the purchase of a home in the City, and disaster assistance; and

WHEREAS, the goals of the LHAP are to expand production and preserve affordable housing, and to further the housing element of the City’s Comprehensive Plan; and

WHEREAS, the LHAP covers Fiscal Years 2022/2023, 2023/2024, and 2024/2025; and

WHEREAS, the City’s estimated allocation for Fiscal Year 2022/2023 LHAP funds is \$826,191; and

WHEREAS, staff recommends approval of the LHAP for Fiscal Years 2022/2023, 2023/2024, and 2024/2025.

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 LHAP for Fiscal Years 2022/2023, 2023/2024, and 2024/2025, attached as Exhibit “A”.

Section 3. The Mayor is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the LHAP, and the appropriate City officials are authorized to do all things necessary and proper to carry out the term and conditions of LHAP program.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, including submission of the LHAP to the Florida Housing Coalition.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2022-2023, 2023-2024, 2024-2025

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F. Ordinance: (If changed from the original creating ordinance)	
G. Interlocal Agreement	

I. Program Details:

A. LG(s)

Name of Local Government	City of Deerfield Beach
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2022-2023, 2023-2024, 2024-2025

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list may be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

Priority will be given to the following:

- i. Very low with Special Needs;
- ii. Low with Special Needs
- iii. Very Low
- iv. Low
- v. Moderate

- J. Discrimination:** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.
- K. Support Services and Counseling:** Support services are available from various sources. Available support services may include, but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.
- L. Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

- M. Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

- N. Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.



- O. Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.
- P. Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: “A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan.”

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: “The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.” The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government	Program oversight, reports, and plans	50%
Third Party Entity/Sub-recipient	Program Administration	50%

- R. First-time Homebuyer Definition:** For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*



- S. Project Delivery Costs:** Project delivery fees for Owner Occupied Rehabilitation projects shall not exceed 5% of the project cost. The activities for such fees include home inspections, lead inspections, mold remediation inspection and testing, appraisals, title search, and recording fees. These fees are included in the mortgage document and promissory note.
- T. Essential Service Personnel Definition (ESP):** ESP are applicants within the program limits who are employed full-time as teachers and educators, police and fire personnel, health care personnel, and skilled building trades personnel.

U. Describe efforts to incorporate Green Building and Energy Saving products and processes:

The City shall incorporate the following green initiatives into rehabilitation and applicable disaster repair activities, when cost feasible.

- Energy Conservation
 - ENERGY STAR qualified appliances (i.e. refrigerators, water heaters, etc.)
 - Ceiling fans in living rooms and bedrooms
 - Motion sensor light switches
 - Cool Roofing – single polymer cover or elastomeric coating
 - Programmable Thermostats
- Water Conservation: WaterSense labeled Faucets, Toilets & Showerheads
- Healthy Environment
 - Green Label Certified Floor Coverings
 - Mold, Lead, and Asbestos Removal
- Durability
 - Labor and Product warranty
 - Quality Standards for materials

- V. Describe efforts to meet the 20% Special Needs set-aside:** The City of Deerfield Beach will meet the 20% Special Needs set-aside by prioritizing Special Needs applicants during the application review process of Owner-Occupied Rehabilitation projects.

- W. Describe efforts to reduce homelessness:** The goal of decent housing includes assisting homeless persons to obtain appropriate housing and assisting at risk persons to not become homeless. The City participates in Broward County's Continuum of Care Program, which include the following fundamental components;

1. Homeless Prevention
2. Outreach and assessment to identify an individual's or family's needs make connections to facilities and services;
3. Immediate shelter and safe, decent alternatives to the streets;
4. Transitional housing and necessary social services. Such services include job training/placement, substance abuse treatment, short-term mental health services, independent living

Section II. LHAP Strategies (Please read LHAP Strategy Quick Guide before developing strategies):

A. Owner Occupied Rehabilitation Program	Code 03
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a. Summary: SHIP funds will be awarded to qualified applicants to rehabilitate existing homes through construction and/or installation of non-luxury general property improvements that provide basic amenities. Repairs can correct code violations, address health and safety issues, eliminate unsafe and substandard living conditions, and accessibility for special needs and the elderly.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: \$ 50,000 – Very low – Low; and
\$ 20,000 – Moderate.

e. Terms:

1. Repayment loan/deferred loan/grant: Deferred loan secured by a recorded Mortgage and Note

2. Interest Rate: 0%

3. Years in loan term:

Award Amount	Term
Less than \$15,000	5 years
\$15,000 - \$40,000	10 years
Over \$40,000	15 years

4. Forgiveness: Loan will be forgiven on a prorated basis as follows: 20 percent per year for 5-year term; 10 percent per year for 10-year term; and 6.67 percent per year for 15-year term.

5. Repayment: None required if the loan remains in good standing

6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or, failure to occupy the home as the primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where a qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the city will make an effort to recapture

funds through the legal process if it is determined that adequate funds may be available to justify pursuing repayment.

- f. Recipient/Tenant Selection Criteria: Applicants will be ranked on a first qualified, first served basis with priorities for Special Needs and income as outlined in Section I-I of the LHAP.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: All assisted properties must have property insurance. If repair/rehab estimates exceed a qualified applicant maximum award amount, the City will prioritize the applicant's repairs up to the maximum award amount as follows:
 - 1. Mold & Lead Remediation
 - 2. Roof Replacement
 - 3. Exterior Windows and Doors
 - 4. Shutters
 - 5. Electrical
 - 6. Air Conditioner, Air ducts
 - 7. Plumbing
 - 8. Interior Repairs (ceiling, walls)
 - 9. Kitchen
 - 10. Appliances - nonfunctional stoves and refrigerators, excludes washers, dryers & microwaves
 - 11. Floors
 - 12. Gutters

Carpets will only be replaced with tile/linoleum flooring, in cases where the carpet is an impediment to the mobility of the occupant. Garages or carports illegally converted to create additional rooms are considered code violations and will be rehabilitated, through demolition, to the last permitted use on record. However, if the home is occupied by a Special Needs occupant or in instances of overcrowding, the City may reconstruct the illegally converted garage or carport to a legal addition.

Homeowners who have received prior assistance through the program cannot re-apply for assistance during the deferred loan term. These persons may only reapply after the deferred loan term for eligible rehab/repair assistance that were not previously provided through the program.

Mobile or Manufactured homes are not eligible for repairs through the Owner-Occupied Rehabilitation Program.

A homeowner assisted by the SHIP program may not take out a second mortgage or refinance a first mortgage unless the City agrees to subordinate its mortgage. If the City denies a homeowner's subordination request, the Owner-Occupant may choose to pay off the City's mortgage in accordance with their recorded Mortgage and Note in order to complete the financing..

B. PURCHASE ASSISTANCE WITHOUT REHAB	Code 02
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a.	Summary: SHIP funds will be awarded to qualified first-time homebuyers, as defined by HUD, for down-payment, mortgage buy down, interest buy down and/or closing costs, associated with the purchase of an existing or newly constructed home. Refer to LHAP Section I (R) for first-time homebuyer definition.
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b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: \$ 50,000 – Very low – Low Income; and
\$ 20,000 – Moderate Income.

e. Terms:

1. Repayment loan/deferred loan/grant: Deferred loan secured by a recorded Mortgage and Note

2. Interest Rate: 0%

3. Years in loan term:

Award Amount	Term
Less than \$15,000	5 years
\$15,000 - \$40,000	10 years
Over \$40,000	15 years

4. Forgiveness: Loan will be forgiven on a prorated basis as follows: 20 percent per year for 5-year term; 10 percent per year for 10-year term; and 6.67 percent per year for 15-year term.

5. Repayment: None required if the loan remains in good standing

7. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or, failure to occupy the home as the primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where a qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the city will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing repayment.



- f. Recipient/Tenant Selection Criteria: Applicants will be ranked on a first qualified, first served basis with priorities for Special Needs and income as outlined in Section I-I of the LHAP.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: The first mortgage lender will determine an applicant's ability to secure a mortgage. Qualified applicants are required to contribute a minimum of 3% of the purchase price to assist with down payment, closing costs and/or principal reduction. Eligible homes include single-family, townhomes, condominiums, Planned Unit Developments and villas. The home to be purchased must be located in the City of Deerfield Beach. New construction homes must have a Certificate of Occupancy.

A homeowner assisted by the SHIP program may not take out a second mortgage or refinance a first mortgage unless the City agrees to subordinate its mortgage. If the City denies a homeowner's subordination request, the Owner-Occupant may choose to pay off the City's mortgage in accordance with their recorded Mortgage and Note in order to complete the financing.

C. DISASTER ASSISTANCE	Code 05, 07, and 13
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- | |
|---|
| <ul style="list-style-type: none"> a. Summary: SHIP funds will be awarded to qualified households for assistance following a disaster declaration by the President of the United States or Governor of the State of Florida through an Executive Order. Assistance can include temporary mortgage, rental and utility assistance for qualified applicants financially impacted by the declared disaster. Assistance can also include owner-occupied housing repair for homes damaged by the declared disaster prioritized as follows: <ul style="list-style-type: none"> 1. Immediate threats to health and safety in cases where the home is still habitable; 2. Imminent residual damage to the home in cases where the home is still habitable; 3. Repairs and tree and debris removal necessary to make the home habitable; 4. Repairs to mitigate dangerous situation; and |
|---|

- b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award:
 - 1. Owner-Occupied Housing Repair
 - a. \$ 50,000 – Very low – Low Income; and
 - b. \$ 20,000 – Moderate Income.
 - 2. Mortgage and Rental Assistance - \$10,000
 - 3. Utility Assistance - \$1,000

e. Terms:

1. Repayment loan/deferred loan/grant: Disaster Repair and Rehabilitation
 - a. Owner-Occupied Housing Repair - Deferred Loan secured by a recorded Mortgage and Note
 - b. Mortgage, Rental and Utility Assistance: Grant

2. Interest Rate:

- a. Owner-Occupied Housing Repair – 0%
 - b. Mortgage, Rental and Utility Assistance: N/A

3. Years in loan term:

- a. Owner-Occupied Housing Repair/Rehab

Award Amount	Term
Less than \$15,000	5 years
\$15,000 - \$40,000	10 years
Over \$40,000	15 years

- b. Mortgage, Rental and Utility Assistance: N/A

4. Forgiveness:

- a. Owner-Occupied Housing Disaster Repair - Loan will be forgiven on a prorated basis as follows: 20 percent per year for 5-year term; 10 percent per year for 10-year term; and 6.67 percent per year for 15-year term.
 - b. Mortgage, Rental and Utility Assistance: N/A

5. Repayment:

- a. Owner-Occupied Housing Repair – None required if the loan remains in good standing
 - b. Mortgage, Rental and Utility Assistance: N/A

6. Default:

- a. Owner-Occupied Housing Rehab/Repair - The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or, failure to occupy the home as the primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where a qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the city will make an effort to



recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing repayment.

b. Mortgage, Rental and Utility Assistance: NA

- f. Recipient/Tenant Selection Criteria: Applicants will be ranked on a first qualified, first served basis with priorities for Special Needs and income as outlined in Section I-I of the LHAP.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Funding for the Disaster Assistance Program is subject to the availability of unencumbered funds from the City's SHIP allocation and/or funds awarded through the Florida Housing Finance Corporation for the declared disaster.
 - 1. Temporary mortgage rent and utility assistance will only be provided for up to 6 months. Security deposits are an eligible cost under rental assistance.
 - 2. Payment of insurance deductibles for rehabilitation of homes covered under homeowner's insurance policies may be covered through Owner-Occupied Housing Repair.
 - 3. Homeowners' insurance is a program requirement for Owner-Occupied Housing Repair.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

- A. Name of the Strategy: **Expedited Permitting**
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:

The Community Services Department Housing Division is responsible for processing and facilitating grant-assisted affordable housing projects. The Housing Division works closely with the City's Building Division permitting staff to expedite building permits related to affordable housing projects. The Housing Division staff will stamp permit file as Expedited Permitting to inform the Building Division to expedite the review process. There will be a 10-day turnaround for expedited processing.

- B. Name of the Strategy: **Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy:

The City's Affordable Housing Committee shall review the City's established policies, ordinances,



land development regulations and comprehensive plan and recommend specific actions or initiatives to encourage or facilitate affordable housing.

C. Other Incentive Strategies Adopted: **Strategy J - Printed inventory of locally owned public lands suitable for affordable housing**

Provide a description of the procedures used to implement this strategy:

The City's Planning and Development Services Department in coordination with the Community Services Department Housing Division will maintain an inventory of locally owned public land suitable for affordable housing.

IV. EXHIBITS:

Required

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed or attested adopting resolution.

Optional

- F. Ordinance: (If changed from the original creating ordinance).
- G. Interlocal Agreement (Required if applicable).
- H. Other Documents Incorporated by Reference.

City of Deerfield Beach

Fiscal Year: 2022-2023	
Estimated SHIP Funds for Fiscal Year:	\$ 500,000.00
Salaries and Benefits	\$
Office Supplies and Equipment	\$ 1,000.00
Travel Per diem Workshops, etc.	\$
Advertising	\$ 2,000.00
Other*	\$ 47,000.00
Total	\$ 50,000.00
Admin %	10.00%
	OK
Fiscal Year 2023-2024	
Estimated SHIP Funds for Fiscal Year:	\$ 500,000.00
Salaries and Benefits	\$
Office Supplies and Equipment	\$ 1,000.00
Travel Per diem Workshops, etc.	\$
Advertising	\$ 2,000.00
Other*	\$ 47,000.00
Total	\$ 50,000.00
Admin %	10.00%
	OK
Fiscal Year 2024-2025	
Estimated SHIP Funds for Fiscal Year:	\$ 500,000.00
Salaries and Benefits	\$
Office Supplies and Equipment	\$ 1,000.00
Travel Per diem Workshops, etc.	\$
Advertising	\$ 2,000.00
Other*	\$ 47,000.00
Total	\$ 50,000.00
Admin %	10.00%
	OK
*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document. Details: Sub-recipient Grant Administration Costs	

Exhibit B
Timeline for SHIP Expenditures

City of Deerfield Beach affirms that funds allocated for these fiscal years will meet the following deadlines:
(local government)

Fiscal Year	Encumbered	Expended	Interim Report	Closeout Report
2022-2023	6/30/2024	6/30/2025	9/15/2024	9/15/2025
2023-2024	6/30/2025	6/30/2026	9/15/2025	9/15/2026
2024-2025	6/30/2026	6/30/2027	9/15/2026	9/15/2027

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2022-2023	3/30/2025	6/15/2025
2023-2024	3/30/2026	6/15/2026
2024-2025	3/30/2027	6/15/2027

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and cameka.gardner@floridahousing.org and include:

1. A statement that “(city/county) requests an extension to the expenditure deadline for fiscal year _____.”
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email cameka.gardner@floridahousing.org when you are ready to “submit” the AR.

Other Key Deadlines:

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

FLORIDA HOUSING FINANCE CORPORATION												
HOUSING DELIVERY GOALS CHART												
2022-2023												
Name of Local Government:			City of Deerfield Beach									
Estimated Funds (Anticipated allocation only):			\$ 500,000									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
	Homeownership											
	Owner Occupied Rehabilitation	Yes	3	\$50,000	4	\$50,000	3	\$20,000	\$410,000.00	\$0.00	\$410,000.00	10
	Purchase Assistance	No	0	\$50,000	0	\$50,000	2	\$20,000	\$0.00	\$40,000.00	\$40,000.00	2
	Disaster Assistance	No		\$50,000		\$50,000		\$20,000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		3		4		5		\$410,000.00	\$40,000.00	\$450,000.00	12
Purchase Price Limits:			New	\$ 352,371	Existing	\$ 352,371						
			OK		OK							
Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		0		0		0		\$0.00	\$0.00	\$0.00	0
	Administration Fees		\$ 50,000		10%		OK					
	Home Ownership Counseling		\$ -									
Total All Funds			\$ 500,000		OK							
Set-Asides												
Percentage Construction/Rehab (75% requirement)			82.0%		OK							
Homeownership % (65% requirement)			90.0%		OK							
Rental Restriction (25%)			0.0%		OK							
Very-Low Income (30% requirement)			\$ 150,000	30.0%	OK							
Low Income (30% requirement)			\$ 200,000	40.0%	OK							
Moderate Income			\$ 100,000	20.0%								

FLORIDA HOUSING FINANCE CORPORATION												
HOUSING DELIVERY GOALS CHART												
2023-2024												
Name of Local Government:			City of Deerfield Beach									
Estimated Funds (Anticipated allocation only):			\$ 500,000									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
	Homeownership											
	Owner Occupied Rehabilitation	Yes	3	\$50,000	4	\$50,000	3	\$20,000	\$410,000.00	\$0.00	\$410,000.00	10
	Purchase Assistance	No	0	\$50,000	0	\$50,000	2	\$20,000	\$0.00	\$40,000.00	\$40,000.00	2
	Disaster Assistance	No							\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		3		4		5		\$410,000.00	\$40,000.00	\$450,000.00	12
Purchase Price Limits:			New	\$ 352,371	Existing	\$ 352,371						
			OK		OK							
Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		0		0		0		\$0.00	\$0.00	\$0.00	0
	Administration Fees		\$ 50,000		10%		OK					
	Home Ownership Counseling		\$ -									
Total All Funds			\$ 500,000 OK									
Set-Asides												
Percentage Construction/Rehab (75% requirement)			82.0%		OK							
Homeownership % (65% requirement)			90.0%		OK							
Rental Restriction (25%)			0.0%		OK							
Very-Low Income (30% requirement)			\$ 150,000	30.0%	OK							
Low Income (30% requirement)			\$ 200,000	40.0%	OK							
Moderate Income			\$ 100,000	20.0%								

FLORIDA HOUSING FINANCE CORPORATION												
HOUSING DELIVERY GOALS CHART												
2024-2025												
Name of Local Government:			City of Deerfield Beach									
Estimated Funds (Anticipated allocation only):			\$ 500,000									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
	Homeownership											
	Owner Occupied Rehabilitation	Yes	3	\$50,000	4	\$50,000	3	\$20,000	\$410,000.00	\$0.00	\$410,000.00	10
	Purchase Assistance	No		\$50,000	0	\$50,000	2	\$20,000	\$0.00	\$40,000.00	\$40,000.00	2
	Disaster Assistance	No		\$50,000		\$50,000		\$20,000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		3		4		5		\$410,000.00	\$40,000.00	\$450,000.00	12
Purchase Price Limits:			New	\$ 352,371	Existing	\$ 352,371						

			OK		OK							
Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
						\$8			\$0.00	\$0.00	\$0.00	0
						\$8			\$0.00	\$0.00	\$0.00	0
	Total Rental		0		0		0		\$0.00	\$0.00	\$0.00	0
	Administration Fees		\$ 50,000		10%		OK					
	Home Ownership Counseling		\$ -									
Total All Funds			\$ 500,000		OK							

Set-Asides												
Percentage Construction/Rehab (75% requirement)			82.0%		OK							
Homeownership % (65% requirement)			90.0%		OK							
Rental Restriction (25%)			0.0%		OK							
Very-Low Income (30% requirement)			\$ 150,000	30.0%	OK							
Low Income (30% requirement)			\$ 200,000	40.0%	OK							
Moderate Income			\$ 100,000	20.0%								

**CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION**

Local Government or Interlocal Entity:

City of Deerfield Beach

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.
- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.
- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

Witness

Chief Elected Official or designee

Witness

Type Name and Title

Date

OR

Attest:

(Seal)

Sold To:

City of Deerfield Beach - CU00122386
150 NE 2nd Ave
Deerfield Beach, FL 33441-3506

Bill To:

City of Deerfield Beach - CU00122386
150 NE 2nd Ave
Deerfield Beach, FL 33441-3506

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida

County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the
attached copy of advertisement, being a Legal Notice in:

The matter of 11745-Other Legal Notices ,
Was published in said newspaper by print in the issues of, or by publication on the
newspaper's website, if authorized on Mar 17, 2022

Affiant further says that the newspaper complies with all legal requirements for
publication in Chapter 50, Florida Statutes.

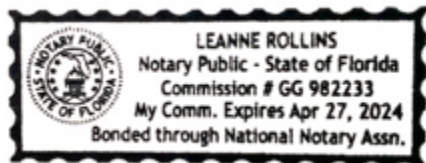


Signature of Affiant

Sworn to and subscribed before me this: March 17, 2022.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Affidavit Delivery Method: E-Mail and U.S. Mail
Affidavit Email Address: SGillyard@deerfield-beach.com
7169918



Order # - 7169918

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Notice of Proposed Rulemaking

Policy/Rule No: 5006 / 5.8
Policy/Rule Title: Suspension and Expulsion
Code of Student Conduct 2021-2022 through 2023-2024
Purpose and Effect: The adoption of a policy/rule for establishing standards of conduct for Broward County Public Schools students.
Summary: Rules are specified for student conduct and will be discussed at the June 14, 2022, Regular School Board Meeting.
Summary of Statement of Estimated Economic Impact and Regulatory Costs: Compliance with the proposed policy/rule is not estimated to result in any economic impact upon persons affected by the policy/rule.
Subject Area to be Addressed: The establishment of standards of conduct for students apply to all activities occurring on school grounds, on other sites used for school activities and on any vehicles authorized to transport students. This policy/ rule provides information on the rules all students are expected to adhere to as well as consequences for violation of these rules.
Specific Authority: Sections 1001.41, 1006.07(2) and 1006.13(2), Fla. Stat.
Law Implemented: Sections 1006.07, 1006.08, 1006.09, 1006.10 and 1006.13, Fla Stat.

HEARING WILL BE HELD AT THE DATE, TIME AND PLACE SHOWN BELOW:
DATE AND TIME: Tuesday, June 14, 2022, at 10:05 a.m.

PLACE OF MEETING: Kathleen C. Wright Administration Building, School Board Meeting Room, 600 SE 3rd Avenue, Fort Lauderdale, FL 33301

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ ADA Compliance Department & District's Equity Coordinator/Tile IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Telephone conferencing or other communications media technology may be used in conducting this public meeting to permit absent Board Members to participate in discussions, to be heard by other Board member and the public; and to hear discussions taking place during the meeting. Notice is hereby given that two or more Board Members of The School Board of Broward County, Florida may be participating. Any person who decides to appeal any decision made at a meeting(s) announced in this notice with respect to any matter considered at such meeting(s) will need a record of the proceedings and for such proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULEMAKING AND A COPY OF THE PRELIMINARY DRAFT (AT NO CHARGE) OR ABOUT HOW TO PRESENT EVIDENCE AND ARGUMENT UPON ALL ISSUES UNDER CONSIDERATION IS: MICHAEL WALKER, DIRECTOR 754-321-1655 OF SCHOOL CLIMATE & DISCIPLINE ANY REQUEST TO PRESENT EVIDENCE AND ARGUMENT MUST BE RECEIVED WITHIN TWENTY-ONE (21) DAYS AFTER THE DATE OF THIS NOTICE.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Notice of Development of Rulemaking

Policy/Rule No: 5006 / 5.8
Policy/Rule Title: Suspension and Expulsion
Code of Student Conduct 2021-2022 through 2023-2024
PURPOSE AND EFFECT: The adoption of a policy/rule for establishing standards of conduct for Broward County Public Schools students.
SUBJECT AREA TO BE ADDRESSED: The establishment of standards of conduct for students apply to all activities occurring on school grounds, on other sites used for school activities and on any vehicles authorized to transport students. This policy/rule provides information on the rules all students are expected to adhere to as well as consequences for violation of these rules.
RULEMAKING AUTHORITY: Sections 1001.41, 1006.07(2) and 1006.13(2), Fla. Stat.
LAW IMPLEMENTED: Sections 1006.07, 1006.08, 1006.09, 1006.10 and 1006.13, Fla Stat.

A RULE DEVELOPMENT WORKSHOP WILL BE HELD AT THE FOLLOWING DATE, TIME AND PLACE:
Tuesday, May 10, 2022, at 10:00 a.m.
Kathleen C. Wright Administration Building, School Board Meeting Room, 600 SE 3rd Avenue, Fort Lauderdale, FL 33301

THE PERSON TO BE CONTACT REGARDING THE PROPOSED RULE DEVELOPMENT AND TO OBTAIN A COPY (WITHOUT COST) OF ANY AVAILABLE PRELIMINARY DRAFT IS: Michael Walker, Director of School Climate & Discipline

THE PRELIMINARY TEXT OF THE PROPOSED RULE DEVELOPMENT IS AVAILABLE AT:

School Climate & Discipline Department - Lauderdale Manors Early Learning & Resource Center, 1400 NW 14th Court, Fort Lauderdale, FL 33311

Telephone conferencing or other communications media technology may be used in conducting this public meeting to permit absent Board Members to participate in discussions, to be heard by other Board Members and the public; and to hear discussions taking place during the meeting. Notice is hereby given that two or more Board Members of The School Board of Broward County, Florida may be participating.

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Tile IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.



Surfside Mayor Charles Burkett speaks to the media last summer about the collapse of the 12-story oceanfront condo Champlain Towers South. On Tuesday, Surfside residents voted Burkett out of office in a close race. **AL DIAZ/MIAMI HERALD**

Surfside mayor loses tight race after condo collapse

Associated Press

SURFSIDE — The mayor of the South Florida town where 98 people died in a beachfront condominium collapse last summer has been voted out of office. Surfside Mayor Charles Burkett came in third in Tuesday's election, according to uncertified results from the Miami-Dade County Elections Department. Business owner Shlomo Danzinger won the race with 499 votes, followed by Vice Mayor Tina Paul with 476 votes and Burkett with 466. "The voters have their own ideas and I'm happy with the determination of the voters," Burkett told the Miami Herald. "That works for me just fine." The newly elected mayor and commission will be sworn in Wednesday. Danzinger, 42, said residents were tired of the constant bickering, mostly between Burkett and Commissioner Eliana Salzhauer. Salzhauer, who also lost her seat, flipped her middle fingers at the mayor twice, drawing wide media attention. "If we don't end up in the newspapers in

the next two years, that'll be an accomplishment," Danzinger told the Herald. Nearly 6,000 people live in Surfside, just north of Miami Beach, where luxury condominium high-rises lining the oceanfront draw an outsized number of people who can't vote. Residents include Latin Americans, Canadian snowbirds and Russian immigrants along with Orthodox Jewish families. The 40-year-old Champlain Towers complex began collapsing with virtually no warning in the early morning hours of June 24. The disaster exposed delays in repairs that were needed to comply with Miami-Dade County's 40-year-recertification process. Emergency workers spent weeks searching for survivors and then human remains in the wreckage of the 12-story building. A lawsuit continues as parties work to reach a settlement. The site where the towers once stood will be put up for auction at the end of April, attorneys said. One offer for about \$120 million has been on the table for months, but there may be others as the auction approaches.

Law to keep names of college presidential candidates secret

Associated Press

TALLAHASSEE — Gov. Ron DeSantis has signed into law a bill that will keep secret the names of applicants who want to become presidents of state colleges and universities during the initial stages of the search. The measure (SB 520), signed Tuesday, creates a public-records exemption for identifying information about applicants for the leadership posts. Information about finalists will be released near the end of the search process. The bill passed during the legislative session that ended Monday, with supporters saying it will help attract top-notch candidates to become college and university presidents.

They contended that some candidates might be hesitant to apply if their current employers could find out. But opponents of the bill said it goes against Florida's history of open government and could benefit politically connected candidates. The bill takes effect immediately and comes as the University of South Florida, the University of North Florida, the University of Florida, Florida International University and Florida Gulf Coast University are in various stages of looking for new presidents. The House voted 86-26 to approve the measure this month, after the Senate passed it in a 28-11 vote. The exemption had come before the Legislature for the past several years but was never approved until now.

Disney drops Skyliner gondola mask requirement for vaccinated guests

By Katie Rice
Orlando Sentinel

Starting Wednesday, fully vaccinated Disney World guests no longer have to mask up while riding the Skyliner gondolas, according to the resort's updated coronavirus guidelines. Disney still requires all visitors ages 2 and older to wear masks on other enclosed forms of transportation, such as buses and the monorail. Unvaccinated visitors must wear masks on all transportation and while indoors across the resort. Disney's mask guidelines, which appear to have been updated Tuesday, further relax the face-covering rules for vaccinated guests that were last changed in February. Fully vaccinated guests have been able to go maskless at indoor areas of the resort since Feb. 17. As of Wednesday, masks will also be optional for vaccinated guests aboard the vehicle that runs between the Star Wars: Galactic Starcruiser hotel and the Galaxy's Edge area of Hollywood Studios, according

to the company. Disney said the policy was changed as part of a "gradual and intentional approach" to updating its safety guidelines. A spokesperson declined to comment when asked when the rules might change for other forms of transportation. The Skyliner gondolas, which opened to visitors on Sept. 29, 2019, carry up to 10 people per car between Epcot, Hollywood Studios and nearby resorts. Three sides of the gondola feature screened vents that passengers can open for extra airflow. Coronavirus exposure is less likely in places with a steady flow of fresh, outdoor air, according to the Centers for Disease Control and Prevention. The agency still recommends people wear masks indoors in areas of high transmission. As of Tuesday, Orange County had low transmission of COVID-19, which makes masks optional under CDC guidelines.

krice@orlandosentinel.com and @katievrice on Twitter

PUBLIC NOTICE 2022-043
CITY OF DEERFIELD BEACH FLORIDA
State Housing Initiatives Partnership
Local Housing Assistance Plan
For Fiscal Years 2022 - 2025

Notice is hereby given by the City of Deerfield Beach that the State Housing Initiatives Partnership Local Housing Assistance Plan (LHAP) for Fiscal Years 2022 – 2025 has been drafted and is available to the public for review and comment. The purpose of the LHAP is to set forth strategies to increase the delivery of affordable housing within the City of Deerfield Beach pursuant to Section 420.907 - 420.9079, Florida Statutes and Rule Chapter 67-37, Florida Administrative Code.

The City of Deerfield Beach has prioritized the following affordable housing activities in the proposed LHAP for Fiscal Years 2022 – 2025: Homeowner Rehabilitation, Purchase Assistance and Disaster Assistance.

Public Comment

The 30-day public comment period commences on March 15, 2022 and ends on April 14, 2022. Citizens are encouraged to review the proposed LHAP for Fiscal Years 2022 – 2025 and comment. A copy of the proposed LHAP is available via the City's website at www.deerfield-beach.com and at the City of Deerfield Beach Community Services Department located at 227 NW 2nd Street, Deerfield Beach, FL 33441. Submit comments to the City of Deerfield Beach Community Services Department at 954-422-5810 or anicholas@deerfield-beach.com.

A public hearing to discuss the proposed LHAP for Fiscal Years 2022 – 2025 will be held during the Affordable Housing Advisory Committee meeting on **April 4, 2022 at 7:00 P.M.** at the Hillsboro Community Center, 50 Hillsboro Technology Drive, Deerfield Beach, Florida. Interested parties are encouraged to attend.

In accordance with the Americans with Disabilities Act and Florida Statutes 286.26, persons with disabilities that require special accommodations to participate in this hearing should contact the Office of the City Clerk at least 24-hours prior to the hearing at 954-480-4213 for assistance.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1130

Agenda Date: 4/19/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and adopting the revised personnel rules and regulations and updated employee handbook, attached as Exhibit "A"; providing for conflicts, severability and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Department of Human Resources hereby submits for approval an amended and restated Personnel Rules and Regulations (the "Revised Employee Handbook"). The current Employee Handbook was adopted in 2019 via Resolution No. 2019/061. The Revised Employee Handbook includes up-to-date and comprehensive policies and procedures that comply with federal, state and local laws regarding employment. The revisions also reflect the current standards of the City's operations, propose changes to certain policies, and remove obsolete and legally outdated policies and procedures.

Current Activity

The following policies and procedures have been added, substantively updated or modified in the Revised Employee Handbook:

- Handbook Administration
- Ethical Guidelines
- Fraternization Restrictions
- Remote Work policy
- Public Records Compliance
- Health Information Privacy Practices
- Pay Plans and Salary Adjustments
- Recruitment and Hiring Practices
- Oath of Office
- Layoff Recall and Reemployment
- Leaves of Absence
- Holiday
- Supplemental Pay under Worker's Comp
- Health Insurance and Retiree Insurance
- Educational Reimbursement and Incentives
- Complaint Procedures

- Performance Evaluations
- Provisions of Fringe Benefits
- Whistleblower Policy
- Disciplinary Offenses
- Drug-Free Workplace

Recommendation

Approval is recommended.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND ADOPTING THE REVISED PERSONNEL RULES AND REGULATIONS AND UPDATED EMPLOYEE HANDBOOK, ATTACHED AS EXHIBIT “A”; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, in accordance with Section 4.05 of the City of Deerfield Beach Charter, the City has adopted personnel rules and regulations via Resolution No. C-1995/156, which is commonly referred to as the Employee Handbook, in order to ensure that employees and prospective employees are treated in a manner consistent with applicable employment laws and regulations; and

WHEREAS, since the Employee Handbook was last updated, there have been changes in federal and state employment laws, as well as changes to the City’s operational standards, necessitating a revision to the Handbook; and

WHEREAS, the updated Employee Handbook that is proposed by staff, attached and incorporated herein as Exhibit “A”, (the “Updated Employee Handbook”) seeks to address the changes in law, and to ensure the City’s personnel procedures are consistent with established practice, applicable collective bargaining agreements and operational standards and procedures; and

WHEREAS, the Updated Employee Handbook supersedes all existing applicable City policies, unless a collective bargaining agreement is in place, in which case the terms and conditions of employment contained within the collective bargaining agreement shall prevail; and

WHEREAS, City staff recommends approving and adopting the Updated Employee Handbook, attached as Exhibit “A”.

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

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

Section 2. The Updated Employee Handbook, attached as Exhibit “A”, is hereby approved and adopted, subject to such non-substantive changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3. The appropriate City officials are authorized to take all actions necessary to carry out the aims of this Resolution.

Section 4. All resolutions, or parts of resolutions or policies otherwise existing (except for those contained within any operative collective bargaining agreements), that are inconsistent with or in conflict with the provisions contained in the Updated Employee Handbook are hereby repealed to the extent of such conflict.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

EXHIBIT A



City Of Deerfield Beach

Employee Personnel Rules and Regulations

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ARTICLE I
AUTHORITY, ADMINISTRATION AND DEFINITIONS

1.01 PURPOSE

It is the purpose of these rules and regulations to satisfy the requirements of Section 4.05 of the City Charter, and which personnel procedures shall be maintained by the City Commission. These rules include provisions for appointment, career development, benefits, removal, discipline and related conditions of employment with the City of Deerfield Beach. These rules shall constitute the administrative guide for accomplishing the desired objectives of the City's personnel program and will outline to employees their respective responsibilities, benefits and privileges.

1.02 CITY COMMISSION

The City Commission has established the authority for the preparation and administration of these rules in Section 4.03 of the City Charter, which describes the powers and duties of the City Manager. The City Commission shall approve the adoption of all rules and amendments to these rules by resolution, except that the City Manager may unilaterally amend these rules if any portion thereof is invalidated, found unlawful or unenforceable by a court of competent jurisdiction or conflicts with state or federal law. In such a case, the amendatory authority shall be limited to address the conflict.

1.03 AUTHORITY

These rules and regulations shall govern all employees of the City, including all probationary, part-time, seasonal, temporary and government grant employees as determined by the City Manager and as outlined specifically by these rules. Volunteer workers are also obligated to abide by the various rules and regulations expressed herein.

- a. With the specific exclusion of positions established by the City Charter, offices, positions and rates of compensation shall be created and authorized by the City Manager with the approval of the City Commission.
- b. General responsibility and authority for the administration of municipal personnel practices shall be vested in the City Manager with the specific exclusion of matters and appointments reserved to the Commission as set out by the City Charter.
- c. The City has the sole discretion to modify, amend or rescind any part of these rules and regulations or any other City-issued policy at any time, with or without notice. None of the provisions should be interpreted as creating a contractual relationship or giving any employee the right to be retained as an employee or to receive any benefits.

- d. If any conflict arises between these rules and regulations and those established by the Charter and the respective ordinances, the Charter and the respective ordinances shall prevail.
- e. If any conflict arises between these rules and regulations and those established by a collective bargaining agreement covering any City employees, the applicable provision(s) of the collective bargaining agreement shall prevail.

1.04 DEFINITIONS

NOTE: The masculine pronoun is used here and elsewhere in these rules and regulations in its generic sense to include both males and females and is in no sense intended to discriminate against or give preference to either gender.

Administrative Leave - A relief from any and all duties with pay by the City Manager.

Anniversary Date – The recurring month and day of an employee’s hire

Annual Review Date – The first day following the end of an employee’s probationary period, which is used as the start of the measurement period for annual evaluation purposes.

Bullying – Repeated behavior occurring in the course of work that impairs the ability of an employee to perform work duties, or is reasonably perceived as being so severe or objectively offensive so as to have that effect.

Classification – A group of budgeted positions sufficiently similar as to duties performed, degree of supervision exercised or required, minimum requirements of training, experience or skill and such other characteristics that the same title, the same tests and the same range of compensation may be equitably applied to each.

Classification (Job) Description – The written description of the essential characteristics of the classification and the factors and conditions that separate it from other classifications. The description is written in terms of duties, responsibilities, illustrative examples of work and the qualifications needed to perform the work.

Classification (Job) Title – The name listed in the Classification plan which most closely describes the nature of the work performed by an employee and shall be used on all personnel records and actions.

Compensatory Leave - Time off from work for non-exempt employees earned in lieu of monetary payment for time worked in excess of forty (40) hours in a workweek. Compensatory (“Comp”) time is earned at the rate of one and one-half hours for each overtime hour worked.

Continuous Service – Means employment which is uninterrupted, except for authorized leaves of absence, suspension or separation due to reduction in work force. Authorized paid leave shall be included as a part of continuous service.

Demotion – The action either voluntary or involuntary which changes the employee's classification title with the result that he is placed in a classification which has a lower pay range.

Director of Human Resources and Risk Management- An employee appointed by the City Manager as the personnel director and charged with administering the City's personnel procedures and rules.

Eligibility List – An employment list, promotional list or reemployment list.

Emergency Appointment – An employee appointed during an emergency which makes it impossible to fill a position by normal procedures. The appointment shall only be during the period of emergency.

Examination - The process of testing, evaluating or investigating the fitness and qualification of applicants and employees for positions.

Exempt Employee - Employees who are paid on a salary basis and do not qualify for overtime pay based on their job duties under the provisions of the Fair Labor Standards Act.

Good Standing - An employee leaves the City in "good standing" if he/she is laid off, resigns with the requisite notice, retires, or is dismissed/discharged without the City setting forth provable reasons for the action.

Incumbent – The permanent employee occupying a position.

Lateral Transfer – Reassignment of an employee to a different department, division, or class without changing his Pay Grade or annual review date.

Layoff – A reduction in the number of employees due to a change in or lack of work, funds or other causes not pertaining to employee performance.

Light Duty – A form of less physically or mentally demanding job duties available to eligible employees injured on the job for the purpose providing alternative work in the event they cannot perform some or all of their essential functions due to temporary physical or mental limitations. Light duty is temporary, only available on an as needed basis and limited to employees who have not reached Maximum Medical Improvement (MMI).

Merit Advancement – An increase within a pay range based on an employee's job performance and his/her evaluation.

Non-Exempt Employee – An employee who is not exempt from the FLSA and who must be paid at a rate of one and one-half (1.5) times their regular rate of pay for all hours worked in excess of forty (40) hours in a workweek.

Overtime - The time worked in excess of forty (40) hours per week by non-exempt employees. For purposes of calculating overtime, time worked includes holiday leave hours, conference leave, emergency pay and vacation/annual leave hours. All other leave hours are not considered time worked.

Part-Time Employment – Employment in a position that requires the employee to work fewer than 30 hours in a regular work week.

Pay Grade – The number assigned to a particular pay range.

Pay Plan – A document setting forth the various pay grades and their ranges. This consists of a salary schedule showing pay grades and ranges

Pay Rate – Base hourly earnings of an employee.

Performance Evaluation – A periodic report relative to the conduct and job productivity of probationary and permanent employees written by the appropriate supervisor.

Permanent Employee – A regular, full-time employee who has passed the probationary period.

Probationary Employee – All regular, new employees and newly promoted employees must serve a six-month probationary period from the effective date of their appointment or promotion. Probationary employees do not have predetermination meeting rights that permanent employees have.

Probationary Period - A time period in which a department evaluates an employee's performance and ability in order to decide whether the employee should be retained or dismissed.

Promotion – The act of advancing an employee to a higher pay grade and job classification based on favorable work performance and qualifications for the classification title.

Reclassification – The act of changing the Pay Grade of a classification based on the permanent assignment of additional duties.

Full-time Employee – A person hired to fill a budgeted position of thirty hours or more and who is eligible to receive all City benefits.

Part-time Employee – A person hired to fill a budgeted position fewer than thirty hours.

Resignation – Act of voluntarily withdrawing from City employment.

Seniority - Regular full-time employee shall have City Seniority based on the employee's first day of current continuous full-time employment with City. City Seniority shall be used for computing annual leave accrual and retirement benefits. Classification and Department seniority shall be based on the employee's first day in their classification and the department, respectively.

Suspension – A penalty of leave without pay for an employee for a disciplinary purpose.

Temporary Employee – A person hired for a special project/work of a transitory or seasonal nature or such other purpose as approved by the City Manager for a limited duration. Such an employee does not receive all City benefits, except for those mandated by law.

Termination – The act of discharging an employee from employment by the City for inefficiency, poor work performance, disciplinary matters or other related actions. Termination, discharge or dismissal may be used interchangeably to signify the same personnel action.

Unpaid Administrative Leave - A relief from any and all duties without pay by the City Manager. An employee may use accrued annual leave or compensatory time in lieu of taking unpaid leave.

Violence/Violent Behavior – Act(s) that a reasonable person would believe are intimidating or instilling fear in others.

Workday – When the City is open for business and does not normally include Saturdays, Sundays, or City-observed holidays. For employees who work a non-traditional schedule, workday or working days may have an alternative meaning.

Workweek - The time period used to measure eligibility for overtime. The workweek commences at 12:00 A.M. Saturday and ends at 11:59 P.M. Friday.

1.05 ADMINISTRATION

- a. The City Manager has overall responsibility for the administration of these rules and regulations. The Department of Human Resources shall be responsible for the administration of these rules and regulations under the direction of the City Manager. The City Manager (or the City Manager's designee) is responsible for clarification and interpretation of any of the policies and procedures herein. The City Manager may, at any time, develop procedural rules and other personnel policies. Based on the circumstances, the City Manager may waive the requirements of policy or procedure.
- b. The Department of Financial Services, under the City Manager's direction, shall establish the accounting policies and procedures in order to provide accurate payroll calculations and to provide controls, such as time cards, payroll certifications, etc., necessary to meet fiscal and auditing compliance standards in relation to personnel pay and benefit programs.
- c. Department Directors are responsible for certifying all forms of pay, leave, attendance and absence of their respective employees. In addition, Department Directors are responsible for carrying out the fair administration of these rules and regulations in their respective departments.
- d. The Department of Human Resources shall adopt, amend and rescind standard operating procedures necessary for the administration of personnel matters which regulations shall not conflict with the City Charter or these rules and regulations.
- e. Questions that arise on the interpretation of these rules and regulations shall be determined by the City Manager as long as the interpretation does not conflict with the City Charter or stated policies of the City Commission.

- f. Department Directors may have internal rules, regulations, policies and procedures that expand on these rules and regulations as long as they do not conflict with the Charter, the City Code, this document and the standard operating procedures otherwise adopted to administer this document. These internal departmental policies shall become an extension of these personnel rules and regulations and shall be as binding as this document for the purposes of the administration of personnel rules and disciplinary procedures. In the event there is a conflict between departmental policies and those herein, the procedures herein shall prevail.
- g. In addition to the rules and procedures herein, the City Manager may promulgate additional administrative policies herein, and such policies shall be deemed to be incorporated herein as appendices when issued and distributed by the City Manager or designee.
- h. Maintenance of Personnel Files:
 - 1) The following categories of documents comprise an employee's personnel file:
 - Prehire/New Hire Documentation
 - Employee Acknowledgement Forms
 - Payroll/Compensation
 - Personnel Action Reports
 - Correspondence
 - Worker's Compensation records
 - Training records
 - Job related medical examinations
 - Employee Benefits Enrollment
 - Performance/Discipline Records
 - Records required of City departments to be kept on-site by regulatory or funding agencies
 - Other related materials as detailed in record management procedures

Documents deemed exempt and/or confidential shall not be subject to public disclosure, except as mandated by law.

1.06 MANAGEMENT RIGHTS

- a. The City reserves all rights, powers and authority customarily exercised by management, except as otherwise specifically delegated or modified by express provisions of applicable laws, regulations, collective bargaining agreements, and provisions of these rules and regulations. The City has the authority to determine and direct policies and methods of providing its services and unilaterally set the standards for same, without any interference in the management and conduct of the City's business on the part of any employee or labor organization.

b. These rights are not all-inclusive, but are examples of matters or rights, which belong to and are inherent to the City's management:

- 1) To determine the size and composition of its workforce;
- 2) To determine the purpose of each of its constituent departments and divisions;
- 3) To exercise control and discretion over the organization and efficiency of the operation of the City;
- 4) To set standards for services to be offered to the public;
- 5) To manage and direct the employees of the City, and to determine the number of employees to be employed by the City;
- 6) To hire, rehire, retire, examine, classify, reclassify, promote, demote, evaluate, train, transfer, assign, schedule, and retain employees in positions with the City;
- 7) To suspend, demote, discharge, or take other disciplinary action against employees;
- 8) To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of the lack of work, funds, or other legitimate reasons;
- 9) To discontinue, transfer, or assign all or any part of its operations; to analyze workloads, job assignments, methods of operation and efficiency from time to time and to make changes based on said studies;
- 10) To determine location, methods, means, and personnel, by which operations are to be conducted, including the right to contract and subcontract existing and future work;
- 11) To determine the number and type of equipment, vehicles, machinery, materials, products and supplies to be used, operated or distributed;
- 12) To establish, change, or modify the number, types, and grades of positions or employees assigned to an organization, unit, department, or project; and
- 13) To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements. The City's failure to exercise any function or right hereby reserved to it, retained by it, or enumerated herein, or its exercising any function or right in a particular way, shall not be deemed a waiver of its rights or exercise of such function or right, nor preclude the City from exercising the same in some other way

not in conflict with the express provisions of any individual employment agreement or collective bargaining agreement.

1.07 GENERAL PROVISIONS

- a. Ethical Guidelines: All employees must avoid any conflict between their personal interests and those of the City. No employee should have, or appear to have, personal interests or relationships that conflict with the employee's faithful performance of their official duties or conflict with the best interests of the City. An exhaustive list of such situations is not possible, but employees should generally avoid:
- 1) using property owned by the City for personal benefit, convenience, profit or for any purpose except for official job-related functions or as otherwise permitted by departmental policy or the City Manager;
 - 2) soliciting or accepting anything of value, including a gift, loan, reward, promise of future employment, favor, or service from organizations, business concerns, or individuals with whom the employee has official city business relationships. These limitations are not intended to prohibit the acceptance of items of negligible value which are distributed generally, nor to prohibit employees from accepting social courtesies which promote good public relations, nor to prohibit employees from obtaining loans from regular lending institutions. It is particularly important that employees that engage in enforcement guard against relationships which might be construed as evidence of favoritism, coercion, unfair advantage, or collusion;
 - 3) having an interest, financial or otherwise, direct or indirect, or engaging in any business or activity or incurring any obligation that is in substantial conflict with the proper discharge of duties;
 - 4) realizing personal gain by conduct inconsistent with proper discharge of duties;
 - 5) use of the City's logo or any other symbol for non-official City business without approval of the City Manager;
 - 6) being employed (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the City;
 - 7) making decisions such as referring City business to, approving City charges, selecting or authorizing City work for any entities or individuals providing services to the City if the employee is employed by those entities or individuals;
 - 8) using information for personal benefit gained by virtue of City employment that is not generally known to the public;

Employees should confer with their Department Directors or their designee if they are unclear as to what activities are prohibited. City employees are governed by the standards of conduct and code of ethics set forth in Florida Statutes, the City's Ethics Policy and Procedures Guide and the City's Procurement Code. Copies of the applicable policy, local laws and statutes are available in the Department of Human Resources. The applicable policy, laws and statutes include, but are not limited to:

- City Ethics Policy and Procedures Guide
- Chapter 112, Part III, Florida Statutes: Code of Ethics for Public Officers and Employees;
- Section 104.31, Florida Statutes, Political Activities of State, County, and Municipal Officers and Employees;
- Chapter 112, Florida Statutes: Public Officers and Employees;
- Article VIII of the City Charter;
- Section 2-511 of the City Code related to CDBG, HOME and SHIP funds administration; and
- Section 38-128, Ethics in procurement

- b. Outside Employment: All full-time employees are discouraged but not restricted from engaging in other employment during their off-duty hours. However, City employment shall be considered the primary employment for full-time employees and no City employee (full-time or part time) may engage in outside employment which would interfere or cause a conflict of interest with the City job. Equipment, facilities, vehicles or property of the City shall not be used by employees for any reason other than City business. Notice of Outside Employment shall be given and approved by the Department Director and City Manager, and a copy filed with the Department of Human Resources. Directors, managerial staff and equivalent personnel shall request permission for outside employment from the City Manager.
- c. Nepotism Restrictions: No person may be appointed, employed, promoted or advanced to a position in the City over which a relative exercises direct supervision. Exceptions to this policy may be approved only by the express prior approval of the City Manager. Such approval will be given only upon submission of a satisfactory analysis as to the unique qualifications of a relative for the position in question.

If a prohibited relationship among relatives is established after employment (e.g., two employees marry), the City may require that the employees choose which one of them transfers. In the event that no such transfer is possible, or if such a transfer is not accepted by the City or the employees, and if neither employee will resign, the City may terminate the employment of one of the relative-employees. In that circumstance, it shall be within the sole discretion of the City to determine which employee to terminate.

For purposes of nepotism, “relative” as used herein means an individual who is related by blood, marriage or adoption as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister.

- d. Fraternization Restriction: Though the City respects the rights of its employees to conduct their personal lives as they wish, workplace romantic relationships can create a conflict of interest (actual or perceived) or adversely affect work performance and employee morale, create concerns of favoritism, and potentially result in claims of harassment. The City therefore prohibits employees who have a romantic relationship to supervise (directly or indirectly) the other or to work in a position that has an audit or investigation function over the other.

If a romantic relationship develops between a supervisor/manager and an employee, the supervisor/manager shall promptly disclose the existence of the relationship to the City’s Human Resources Director. The employee may make the disclosure as well, but the obligation of doing so rests with the supervisor/manager. The City will take action so that the employee will no longer be in a reporting relationship (direct or indirect) with the supervisor/manager. To do so, the City may require that the employees propose which one of them will transfer positions or departments.

In the event that no such transfer is possible, or if such a transfer is not accepted by the City or the employees, and if neither employee will resign, the City may terminate the employment of one of the employees. In that circumstance, it shall be within the sole discretion of the City to determine which employee to terminate.

For purposes of this section, a “romantic relationship” includes dating, sexual relationships, domestic partnerships, and employees who share the same household as a couple.

- e. Equal Opportunity and Non-Discrimination: There shall be no discrimination exercised based on race/ethnicity, color, sex, age, national origin, religion, sexual orientation, military status, genetic information, political opinions or affiliations or disability with respect to the recruiting and examination of applicants, or in any personnel transactions affecting employees; including training, promotion and disciplinary actions. The Department of Human Resources shall see that information about job opportunities is readily available to all people and a continuing program shall be conducted to make the equal employment policies known to all potential employees.
- f. Anti-Retaliation: Anyone who engages in retaliation against an employee who has, in good faith, reported a violation or suspected violation of the laws or the City’s policies outlined herein which are based on those laws, whether or not one agrees with the facts reported, is subject to disciplinary action up to, and including,

termination. Should any employee experience a situation they believe to be retaliatory in nature, he/she should report the matter immediately to Human Resources or the City Manager

- g. Remote Work: The City Manager, in his sole discretion, may authorize a temporary or long term remote working arrangement for employees, subject to the terms and conditions of a formalized policy.
- h. Compliance with Pubic Records Law: The Public Records Act, codified in Chapter 119, Florida Statutes, entitles any individual access to City public records. Public records are defined in Section 119.011(12), Fla. Stat. as follows:

“Public records” means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

Florida courts have interpreted public records to include any materials made or received by the City in connection with official City business and used to perpetuate, communicate or formalize knowledge of some type. Examples of materials include papers, electronic files, photographs, videos, text messages, and audio. If these materials are made or received by City employees, have a connection to City business, and were intended to communicate or formalize knowledge, any person may inspect or receive a copy of these materials, unless there is a specific statutory exemption providing otherwise.

Employee Obligations: An employee who receives a verbal or written request for public records directly from a requestor shall forward the request to the City Clerk’s Office and comply with the City’s Public Records Requests Policy and Procedure 3.05

City employees are required to store public records in their control in a manner such that they can be accessed. This may include the creation of a filing system (physical and digital). As such, **City employees must not destroy public records unless it is done so in accordance with applicable law, including the State’s applicable record retention schedule.**

Exemptions: Certain information has been deemed exempt from public inspection or otherwise confidential pursuant to Florida law. Employees who believe the responsive records they compile may contain information that is exempt or confidential shall notify the Clerk’s Office prior to or at the time of providing the public records to the Clerk’s Office for a response.

Violations: Florida law provides that a “knowing” violation of the Public Records Act is a criminal offense. All other violations are noncriminal, but punishable by fines. A

violation of this policy may subject employees to discipline up to and including termination.

- i. Prohibited items on City Property: The following items are prohibited on City property (including parking areas and in City vehicles): all types of firearms (see “NOTE” below), dangerous chemicals, explosives (including blasting caps), chains, brass knuckles, or other items carried or used for the purpose of injuring or intimidating others.

NOTE: Nothing in this policy is intended to prohibit an employee from possessing any legally owned firearm if the firearm is locked inside a private motor vehicle in a parking lot and when the employee is lawfully in such areas. In addition, the City will not terminate or otherwise discriminate against an employee who exhibits a firearm on the City’s premises for a lawful defensive purpose.

- j. Notice of Privacy Practices: The City respects the privacy of personal information and understands the importance of keeping this information confidential and secure. The City protects the confidentiality of the personal information we receive pursuant to applicable Federal and State laws. Our practices apply to current and former employees and complies with the “Protected Health Information” (PHI) HIPAA disclosure requirements. The term “Protected Health Information” (PHI) includes all individually identifiable health information transmitted or maintained by the Plan, regardless of form (oral, written, electronic). Non-authorized disclosure of PHI will be subject to disciplinary action up to and including dismissal. The City is committed to maintaining compliance with HIPAA regulations and all related provisions of federal and state law, as it may be amended from time to time, shall apply.

The City of Deerfield Beach’s Group Health Plan is required by law to take reasonable steps to ensure the privacy of the personally identifiable health information of employees, retirees, and dependents covered by the City’s group health plan, and to provide information about:

- a. the Plan’s uses and disclosures of Protected Health Information (PHI);
- b. privacy rights with respect to PHI;
- c. the Plan’s duties with respect to PHI;
- d. the right to file a complaint with the Plan and the Secretary of the U.S. Department of Health and Human Services; and
- e. the person or office to contact for further information about the Plan’s privacy practices.

ARTICLE II
PAY AND CLASSIFICATION PLAN

2.01 PAY AND CLASSIFICATION PLAN ADMINISTRATION

The City Manager shall be responsible for, but may delegate, the administration of the Pay and Classification Plans to the Director of Human Resources and Risk Management. This includes, but is not limited to, the processing of salary advancements and promotions, determination of proper salary rates within existing ordinances and budgetary provisions and a periodic review of the Plans to insure the City's salary rates are competitive with comparable positions in other municipalities and agencies. This review shall use appropriate procedures deemed proper by the City Manager.

In the interest of efficient and responsive management, the City Manager may approve individual reclassifications and salary adjustments during the budget year if the following conditions are met:

- a. The reclassification or salary adjustment is within the budget allocation of the salary accounts affected.
- b. The adjustment is to correct an inequity in job duties versus pay rate or improves the organizational efficiency of the particular budget unit.
- c. The action is not otherwise under the purview of the City Commission relative to the budget process.

These conditions must be certified as existing before the reclassification or salary adjustment is made.

The City Manager or designee shall implement the necessary standard operating procedures to insure proper administration of the Pay and Classification Plans. Questions of interpretation of the standard operating procedures shall rest finally with the City Manager. The standard operating procedures and their interpretation shall not conflict with these Personnel Rules and Regulations, collective bargaining agreements or any existing City ordinances.

The purpose of the Pay and Classification Plans is to provide an orderly inventory and appraisal of positions so that the following ends may be attained:

- a. Equality of pay on the basis of substantially similar duties and responsibilities.
- b. Proper pay differences between positions which differ materially in duties and responsibilities.
- c. Improved recruiting through appropriate definitions of positions and the establishment of reasonable standards of fitness for entrance to or promotion within the service.

- d. Orderly control of personnel changes affecting employees, such as transfers, promotions, demotions, leave of absence and other personnel status changes.

2.02 THE CLASSIFICATION PLAN

- a. Content and Use: The Classification Plan shall group positions into classes on the basis of approximately equal difficulty and responsibility which require the same general qualifications and can be equitably compensated within the same range of pay. The Classification Plan and the resulting job classifications listed will be used as a basis for promotion, determining qualifications, developing employee training programs, uniform terminology of jobs and preparation of examinations.
- b. Job Classifications Interpreted: The job classifications or specifications for the various classes of positions in the City shall have the following force and effect:
 - 1) They are descriptive and explanatory and are not restrictive. The use of a particular expression or illustration as to duties, qualifications or attributes shall not be held to exclude others not mentioned if such others are similar in substance.
 - 2) In determining the classification or allocation of a given position, the specifications shall be considered as a whole. Consideration shall be given to the general duties, specific examples, responsibilities, desirable entrance qualifications and relationship to other classes as according to an inclusive picture of the employment the class is intended to embrace.
 - 3) The statement of duties is not intended to prescribe what specific duties shall attach to a given position nor to limit the discretion of the department director to modify or alter detailed tasks involved in the duties of any position. When a substantial change in duties is made, except for a temporary period or by the addition of duties which are incidental to the main employment, such changes shall be reported to the Department of Human Resources. The fact that the actual tasks performed do not appear in the specifications shall not imply that the position is necessarily excluded from the class, provided that the tasks constituting the main work are duly covered.

Similarly, examples cited as statements of typical duties and qualifications required shall not be construed as finally determining whether a position shall be included within the classification.

- c. Implementation: All positions shall be included among the classification divisions in the classification plan and periodic reviews of all classes shall be made.
- d. Position Audit Procedure: The Department of Human Resources shall be responsible for initiating position audits of any positions at any time. In addition, if a Department Director has facts which indicate that a position or positions in

the department or division are improperly allocated or classified, the supervisor may request the Department of Human Resources to review the classification of the position. Final determination on questions of allocation shall be made by the City Manager upon recommendation from the Department of Human Resources within the budget constraints of that department. The Department of Human Resources may propose new or revised classes of work as well as the abolition of existing or obsolete classes. Position information will be gained through job analysis of the position with the employee(s) occupying the position, the supervisor of the position and by the Department of Human Resources.

2.03 THE PAY PLANS

- a. Content and Use: The Pay Plans shall provide the basis for compensation for employees. They consist of salary schedules showing pay grades and the assignment of each job classification to a grade in the salary schedule.
- b. Salary Adjustments: Salary increases and decreases within the established range shall be dependent upon recommendation of the Department Director and the Director of Human Resources and Risk Management with approval of the City Manager. The City Manager must approve all salary increases. No salary increases shall be granted above the maximum rate fixed for the classification concerned and no decreases shall be below the minimum rate fixed to the classification concerned.
 - 1) Promotion Salary Rate: In any case where an employee is promoted to a higher grade, and job classification, the starting rate shall be a minimum of 5% over the salary received prior to the promotion or an amount not to exceed the maximum of the pay grade for which the employee is promoted in accordance with the Pay Plan grades. The recommendation of the Department Director (if applicable) and approval of the City Manager will be required if the amount exceeds the 5% minimum increase. A promotion does change an employee's annual review date for pay purposes, which is six (6) months following a promotional probationary period.
 - 2) Demotion Salary Rate: In any case where a bargaining unit employee is demoted to a lower pay grade and job classification, the demoted employee's salary shall be based on the pay grade of the new position, but equivalent to the same percentile for which the employee is in the current pay grade. (e.g., an employee being paid at the 30th percentile in pay grade E12 is demoted to an E10 position. In such case, the employee will be paid at the 30th percentile for pay grade. For demotions into a non-bargaining unit position, the demoted employee's rate of pay shall be determined by the applicable Department Director and the Department of Human Resources.
 - 3) Reclassification or Reallocation Upward: An employee whose position is reclassified to a higher classification or pay grade may receive a minimum of 5% over the salary received prior to the reclassification provided that

such salary increase is in the best interests of the City as determined by the City Manager. The recommendation of the Department Director (if applicable) and approval of the City Manager will be required if the amount exceeds the 5% minimum increase. A reclassification upward does not change an employee's annual review date for pay purposes.

- 4) Reclassification or Reallocation Downward: An employee whose position is reclassified to a lower classification and pay grade shall be permitted to continue at the present rate of pay and receive merit increases to the maximum of the lower grade. A reclassification does not change an employee's annual review date for pay purposes.
- 5) Merit Advancement: In any case where an employee receives at least a satisfactory performance evaluation based on their job performance, their salary may be increased within the pay range in accordance with the City's Pay and Classification Plan standard operating procedures. Larger merit increases may be provided to an employee who receives an above satisfactory performance evaluation. Merit increases will not be provided to employees who receive a below satisfactory performance evaluation, but will instead be required to participate in a Performance Improvement Plan.
- 6) Probationary Adjustment: full-time employees who successfully complete the initial orientation period from date-of-hire may be eligible for an adjustment based on performance.
- 7) Salary Adjustment: an employee's salary may be increased or decreased for other valid business-related reasons upon the recommendation of the Department Director and the Director of Human Resources and Risk Management with approval of the City Manager, provided the resulting salary is within the established range.

c. Longevity Allowances:

- 1) Longevity Schedule pre-July 15, 2010: The following longevity allowances shall be awarded to regular, full-time employees hired prior to July 15, 2010 who were eligible for a longevity allowance as of that date. Longevity allowances shall be awarded in the following manner as long as the stipulations stated above have been complied with:

After completion of 5 years' continuous service - 2% of annual salary.
After completion of 10 years' continuous service - 4% of annual salary.
After completion of 15 years' continuous service - 6% of annual salary.
After completion of 20 years' continuous service - 8% of annual salary.
After completion of 25 years' continuous service –10% of annual salary (minimum of \$1,000).

These longevity allowances shall be paid to the employee by adding same to the regular paycheck of the employee.

- 2) Longevity Freeze: Longevity allowances provided for in Section 1 above shall be frozen effective with the first day of the first full pay period beginning after July 15, 2010, which date shall be known as the "freeze date." Regular, full-time employees not receiving a longevity allowance pursuant to Section 1 above as of the "freeze date" shall not receive a longevity allowance pursuant to Section 1 above, but only pursuant to Section 3 *below*. Employees receiving a longevity allowance pursuant to Section 1 above as of the "freeze date" shall continue to receive the same longevity allowance until such time as the longevity allowance to which the employee would be entitled under Section 3 below exceeds the employee's longevity allowance under Section 1 above. Effective with the first full pay period beginning on or after the date on which the employee's entitlement to longevity benefits under Section 3 below exceeds the employee's longevity allowance under Section 1 above, the employee shall begin to receive the longevity allowance provided for in Section 3 *below*.

- 3) Longevity Schedule post 7/15/10: The City longevity plan for all regular, full-time employees hired on or after July 15, 2010, shall be as follows:

After completion of 10 years of service - \$1,200 annually.
After completion of 15 years of service - \$1,800 annually.
After completion of 20 years of service – \$2,400 annually.
After completion of 25 years of service - \$3,000 annually.

These longevity allowances shall be paid by the City by adding same to the regular weekly or biweekly pay of the employee.

- d. Acting or Temporary Assignments: All acting or temporary assignments involving duties and responsibilities of a different classification or different pay grade than the employee's regular classification shall be approved by the City Manager before becoming effective. An employee who is temporarily assigned the duties and responsibilities of a classification shall be compensated at a rate commensurate with the additional responsibilities assumed after serving at least two weeks in the temporary assignment. However, any employee assigned to temporarily fill a vacancy (i.e. an unfilled position) shall receive an increase in pay on the first day. For non-bargaining unit employees, the amount of the temporary adjustment may be independently established by the City Manager.

In no case shall the temporary adjustment be less than 5%. At the conclusion of the assignment, the employee's pay shall revert to the authorized rate established for the regular classification. Any such temporary increase granted shall not affect the employee's eligibility for normal merit advancements on the annual review date.

- e. Pay Period, Hours of Work and Overtime: All pay will be based on the existing work week in accordance with the Fair Labor Standards Act. The City Manager shall establish the business hours of all departments, and the work days of employees shall be governed by departmental rules and regulations implementing such business hours.

Employee pay represents the full amount of earnings each pay period, minus the appropriate required federal deductions, such as federal withholding (income tax), social security, and Medicare taxes. The City deposits this deducted amount with the U.S. Treasury for credit on employee income tax calculations at the end of the year. Employees are responsible for completing a W-4 form properly and updating it when necessary. The City will provide Form W-2 showing total earnings for the year and the amount of taxes that have been withheld. Employees eligible to carry City benefits will have payments for these items deducted from their pay based on the completed benefit enrollment form.

Overtime pay may be given only for authorized or directed overtime subject to budget limitations and approval of the Department Director or their designee. The choice of whether to grant overtime payments or compensatory time rests solely with management and depends on the most efficient and economical delivery of services. Authorized and approved overtime shall be at the rate of one- and one-half times the employee's regular wage rate. An employee eligible for overtime may be granted compensatory time off, in lieu of overtime payments, at the rate of one and half hours off work for each hour of overtime. This policy in no way restricts Department Directors or their designee for rescheduling work hours prior to overtime being necessary in order to meet additional workloads. Compensatory time shall be capped at eighty (80) hours. Compensatory time shall be cashed out in advance of any change in an employee's hourly rate of pay, or upon an employee's separation from service.

Paid Holiday hours, Vacation/Annual Leave and Conference Leave hours shall be added to actual hours worked to determine hours worked for the purpose of calculating overtime. All other hours taken as leave with or without pay shall not be counted as hours worked.

The Pay and Classification Plans shall indicate classifications which are not eligible for overtime pay (i.e., exempt employees). Employees in such classifications are expected to work the necessary number of hours to complete their job assignments and provide competent supervision and may adjust their schedules with permission of the appropriate Department Director (or their designee) or the City Manager depending on the "management" level of the employee.

- f. Budget Limitations: All actions concerned with the payment of salaries in accordance with these Personnel Rules and Regulations are to be governed and limited by the availability of budgeted funds. The City Manager shall be authorized to limit the filling of vacancies in order to reduce expenditures when necessary.

- g. Rest and Meal Periods for Non-Exempt Employees: The City provides non-exempt full-time employees with an unpaid meal period, and provides some non-exempt part-time employees with an unpaid meal period. Non-exempt employees are not permitted to perform work during their meal period.

Rest periods are paid breaks. The City permits non-exempt employees to take reasonable rest periods during the workday as permitted by the employee's work duties and as approved by the department. Employees are expected to be punctual in starting and ending their breaks and may be subject to corrective action.

- h. Nursing Breaks: Breastfeeding mothers are provided a reasonable break time to express breast milk for her nursing child for up to one (1) year after the child's birth based on the following:

1. Milk Expression Breaks:

- i. Employees will be granted a reasonable break time during work hours to express breast milk.
- ii. For employees who are granted regular rest periods, they may use these breaks for milk expression.
- iii. Employees may use the time allotted for their lunch break to express milk or request that the time allotted for their lunch break be "flexed." Alternatively, employees may make up the missed time as negotiated with their immediate supervisor.

2. Private Room to Express Milk:

- Employees will have access to a private room to express milk.
- Employees with their own office may express milk there upon supervisor approval.
- Nursing rooms will be equipped with adequate privacy safeguards (e.g., window shades, door locks) and electrical outlets.
- The nursing room will be conveniently located near a functional sink for washing breast pump equipment, to the extent practicable.
- Employees must clean the area where expressing milk occurs using anti-bacterial wipes for the next user.

3. Milk Storage

- Employees may be allowed to store expressed milk in the City's refrigerator(s) used by employees, provided the milk is stored in a personal cooler/storage container.

- Expressed milk left in a common refrigerator must be conspicuously labelled.

4. Communication

- Employees must provide notice to their supervisor of the need to express breast milk if outside of their normal break/lunch time.
- Employees must inform supervisors of their needs so that appropriate accommodations can be made to satisfy the needs of the employee and the City.

i. Exempt Employee Salary and Prohibitions

- 1) Employees classified as exempt employees will receive a salary which is intended to compensate them for all hours they may work. This salary will be established at the time of hire or when the employee becomes classified as exempt. The salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work the exempt employee performs.
- 2) Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work.
- 3) Exceptions: unless state law requires otherwise, an exempt employee's salary can be reduced for the following reasons:
 - Full-day absences for personal reasons;
 - Full-day absences for sickness or disability;
 - Full-day disciplinary suspensions for infractions of the Manual;
 - FMLA absences;
 - To offset amounts received as payment for jury and witness fees or military pay;
 - The first or last week of employment in the event the employee works less than a full week; or,
 - Any full workweek in which the employee does not perform any work.

However, an exempt employee's leave bank may be deducted when such employee is absent for reasons justifying the use of accrued vacation or sick leave in accordance with

these rules and regulations.

- 4) In the event of abuse of the City's leave policy, which shall be defined as regularly reporting to work after the start of the workday or leaving prior to the end of business, employees shall be disciplined as set forth in Article IX.
- 5) If an employee believes that an improper deduction has been made to their salary, the employee should immediately report this information to their direct supervisor. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be reimbursed for any improper deduction made.

j. Pay Rate for New Hires

- 1) In order to successfully recruit the most qualified applicant for employment, the City may recognize comparable experience in determining starting pay, provided the amount does not exceed the maximum pay range for the position.
- 2) Starting pay for employees shall be determined by the Department Director or their designee's discretion or City Manager's discretion in the case of Department Directors, except as may be set forth in collective bargaining agreements.

ARTICLE III

APPLICATIONS AND EXAMINATIONS

3.01 POSITION AND EXAMINATION ANNOUNCEMENTS

Position and examination announcements shall be publicized and, when applicable, by advertisement in appropriate publications and, finally, by posting such announcements in public places. Announcements shall specify the classification title, salary range, the time, place and manner of making application, basic qualifications, including those required for admission to the written and/or oral tests and any other pertinent information. When determined to be operationally necessary and efficient, non-bargaining unit positions will be posted for a period to be determined by the requesting Department, in consultation with the Department of Human Resources. Any requests to fill a position without posting must be approved by the Director of Human Resources and Risk Management, with final approval by the City Manager. Notwithstanding any provision to the contrary, a non-bargaining unit position may be filled in any manner the City Manager deems suitable, provided the decision is merit-based and the applicant is qualified.

3.02 FILING OF APPLICATIONS

All applicants for appointment or promotion shall file a written or online application and, when required, on a form prescribed by the Department of Human Resources. Any application not completely filled out may be rejected by the Department of Human Resources.

The applicable Department, in consultation with the Department of Human Resources (if needed), shall initially screen all applications to qualify/disqualify and sort applications by level of qualifications. A recruitment panel established and approved by the Department of Human Resources interviews and rates applicants for vacant positions. If, after the completion of the interview and evaluation process, the applicable decision-maker determines that none of the applicants are sufficiently qualified for the position, the position may be filled in any suitable alternative manner as approved by the City Manager.

A background check shall be conducted for all selected external applicants and City employees, which may include but is not limited to verification of employment history, education, certification and professional license verification; requesting a Motor Vehicle Report and reviewing criminal history. The City's background check guidelines for those with a criminal history will be followed as set forth in the City's Standard Operating Procedure – Background Check Guidelines (Criminal History). After interviewing and selecting an applicant, the offer letter will be sent to the applicant stating that the offer is conditioned upon the applicant successfully completing pre-employment screening.

3.03 REJECTION OF APPLICATION

The City may reject an application, for failure to meet minimum qualifications as stated on the job posting, failure to complete the application form or for other cause, as soon as possible after such application is filed and checked. Whenever an application is rejected, the applicant shall have an opportunity to show why the application should not be rejected.

upon written request. Falsification or omission of requested information on the application and/or any supporting documents may result in disqualification or termination (if discovered post-hire). Applicants who falsify or omit information will also be disqualified from applying for other City positions for a one (1) year period.

3.04 GENERAL PROVISIONS

- a. Veteran's Preference: Preference in hiring, promotional opportunities and layoff retention shall be given to veterans in accordance with the provisions of Chapter 295, Florida Statutes. If the selection process is based on a numerically based formula, veteran preference eligible employees who passed the initial screening shall receive an augmented score. If the selection process is not based on a numerical based formula, special consideration shall be given in accordance with law.

Employees must submit current documentation substantiating Veterans' Preference status to receive a preference. A DD-214 or comparable document which serves as a certificate of release or discharge claim must be furnished.

- b. Medical Examinations: All applicants for positions in the City may be required to undergo a medical examination to determine mental and physical fitness to perform the duties of the classification for which appointment has been offered. All applicants who fail to pass their initial physical examination shall be declared ineligible for hire.

During their period of employment, employees may be required to undergo periodic medical examinations to determine their physical and mental capacity to perform the work required of their position. Such exams shall be at the expense of the City and performed by a doctor designated by the City. Employees who fail to pass periodic physical examinations due to deficiencies which interfere with their ability to perform their assigned duties shall be subject to review by the City. Refusal to be examined by a City authorized physician when so directed by a Department Director or their designee shall be cause for disciplinary action.

- c. Age Requirements: Except for special employment programs, no person under eighteen (18) years of age shall be employed in any regular, full-time position. The requirement stated above is subject to change only when in conflict with state and federal laws governing age discrimination.
- d. Immigration Control and I-9: Each new employee must provide documentation to verify both identity and authorization to work in the United States and to complete the I-9 form. If an employee cannot provide these required documents, they may be either dismissed or suspended until the required documents are produced. Both the employee and the City representative will sign the I-9 form certifying that the documents are valid. Information may be shared with the Social Security Administration and the Department of Homeland Security from each new employee's Form I-9 to confirm work authorization.

ARTICLE IV
ELIGIBILITY, CERTIFICATION, APPOINTMENTS AND PROBATION

4.01 ELIGIBILITY AND CERTIFICATION

Whenever a budgeted vacancy is to be filled other than by transfer, demotion or promotion, the Department Director shall make a request to the Department of Human Resources on the form and in the manner prescribed.

The Department of Human Resources will review and verify the requisition form, as well as the position's minimum requirements.

4.02 PROBATION

The probationary period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment and training for a new employee and for rejecting any employee whose performance or conduct is not satisfactory. It shall be incumbent upon Department Directors or their designee to screen employees during the probationary period to insure only those employees performing satisfactorily become permanent, regular employees.

The probationary period is six (6) continuous months for all employees. The City Manager may extend the probationary period for up to six (6) additional months under limited circumstances. During this period, employees shall be subject to demotion, dismissal, suspension, or other disciplinary action without prior notice or the filing of specific charges.

A probationary period shall be used in connection with promotions in the same manner as a probationary period is used for original entrance appointments. The promotional probationary period shall be for the same purpose, cover the same period of time and be governed by the same rules as the entrance probationary period.

All positions filled as a result of a promotion shall be filled subject to the promoted employee's ability to pass the promotional probationary period.

Appointment to permanent status is not automatic upon the expiration of the probationary period. In order to obtain an appointment to permanent status, the new employee must have received a completed satisfactory performance evaluation. Accordingly, prior to the expiration of an employee's probationary period, the Department Director or their designee shall notify the Director of Human Resources and Risk Management in writing whether or not the employee has performed satisfactorily during the probationary period and recommend the appropriate action to be taken.

4.03 OATH OF OFFICE

All employees shall subscribe to an oath of office as a condition of employment.

ARTICLE V
PROMOTIONS, TRANSFERS AND DEMOTIONS

5.01 PROMOTIONS

The movement of an employee involving the change from a position in one classification to a position in another classification for which the maximum rate of compensation is higher, shall be considered a promotion and shall only be made as a result of tests, evaluation of job qualifications, background screenings or other standards showing the employee is qualified for the higher classification. All promotions shall be approved by the City Manager.

5.02 LATERAL TRANSFERS

Lateral transfers, which do not include a change in classification or title or change to an employee's pay rate or annual review date may be accomplished in two methods:

- a. Within Same Budget Account: A Department Director, with the approval of the Department of Human Resources, may transfer an employee from one position to another with the same title in the same budget account.
- b. Between Budget Accounts or Departments: A transfer between budget accounts or between departments shall have approval of the City Manager and the Department Directors concerned. Requests for such transfers shall show how the employee(s) concerned meet the qualification requirements of the class to which the transfer is proposed and shall be in the budget allocation of the salary accounts affected.
- c. In no case shall a transfer infringe on the contractual rights of other bargaining unit employees unless otherwise approved by the applicable bargaining agent.

5.03 DEMOTIONS

The movement of an employee from one classification to another classification for which the maximum rate of compensation is lower shall be considered a demotion.

- a. Involuntary Demotion: A Department Director, with the approval of the City Manager, may demote an employee whose ability to perform his/her duties falls below accepted standards for the position or for disciplinary purposes. A demotion shall be limited to placement in a vacant position, provided such decision does not infringe on the employment rights of other employees (e.g., the vacant position is also a promotional opportunity for a bargaining unit employee). No employee shall be demoted to a position for which he does not possess the minimum qualifications.
- b. Voluntary Demotion: An employee, with the approval of the Department Director and the City Manager, may voluntarily request a demotion to a job classification for which the employee is qualified. Such demotion may be granted provided a vacancy exists in the requested job classification. A

voluntary demotion shall not take effect earlier than ten (10) working days from the request.

ARTICLE VI **SEPARATIONS**

6.01 RESIGNATIONS

Any employee wishing to leave the City in good standing shall file with the Department Director at least fourteen (14) calendar days before leaving, a written or verbal resignation stating the date and time the resignation shall become effective and the reason for leaving. Failure to comply with these procedures may be the cause for separation not in good standing, forfeiture of accrued leave payout and denying the person future employment with the City. Department Directors or their designee shall forward all resignations immediately to the Department of Human Resources. The Department Director, with the approval of the Department of Human Resources, may exempt an employee from giving the required notice, if, in the Department Director's judgment, circumstances warrant such exemption. Failure to give notice may result in a notation in the employee's personnel file that the separation was not in good standing.

6.02 REDUCTION IN FORCE OR LAY-OFFS

The City shall have the right to vacate, abolish or discontinue a particular position(s) in its sole discretion.

Procedures for lay-offs for all departments shall be governed by the following rules of procedure (except that bargaining unit members shall be governed by the collective bargaining agreement):

- a. After study, the City Manager may decide whether only the employees of the affected department concerned shall be considered in making such a lay-off or whether, and to what extent, the City as a whole shall be considered.
- b. Employees shall be laid off in the following order: (1) Probationary employees and (2) Permanent employees.
- c. Notifications of lay-off shall indicate the date such lay-off becomes effective and such notification shall precede that date by at least fourteen (14) calendar days for full-time, non-probationary employees.

Permanent employees shall be laid off on the basis of the following order:

- 1) Length of service in a class, which is the amount of time the employee has been in the classification he/she occupies at the time of the reduction-in-force. In the event of a tie in classification, then subsection (2) below shall control.
- 2) Length of service with the City, which is the amount of time the employee has continuous service with the City since the employee's last date of hire.

For layoffs involving non-bargaining unit Classifications, other legitimate factors may be used.

- a. When a permanent employee is scheduled for lay-off, the employee may be offered a transfer or reallocated downward as long as the employee in question is fully qualified for the position and the offer does not violate the rights of other employees.
- b. Employees who are veteran preference-eligible, as determined by Florida Statutes, shall receive a retention preference.

6.03 TERMINATIONS (DISCHARGE)

- a. The City may terminate an employee's employment for poor work attitude, for a disciplinary purpose or other valid reason (outlined in Article IX), and Department Directors shall be responsible for providing adequate documentation of the causes. In unusual circumstances, the City Manager may authorize severance pay for a resignation or termination, provided the employee executes a release.

- b. Steps for Suspension (of ten (10) days or more), Demotion or Discharge of Non-Probationary Employee:

- 1) Prior to action, Department Director informs employee of recommendation and reason for action in writing. The written statement shall include:
 - Rule violations forming the basis for this recommendation;
 - Facts related to the rule violation;
 - Notification to the employee that he/she has five (5) working days within which to submit his/her written response to charges and/or meet with the City Manager;
 - Notification to the employee that he/she shall be given an opportunity for a Predetermination Meeting before the City Manager; and
 - At such meeting, the employee may present any evidence or facts relative to the circumstances of his/her termination. The employee shall not have the opportunity to grieve or appeal the action taken in the Predetermination Meeting.
- 2) If the employee does not request such hearing within five working days, the employee's rights to protest the disciplinary action shall be considered waived.

6.04 RETIREMENT

Eligible retired employees, at the time of their retirement from the City, are eligible to continue health insurance benefits, subject to payment of any applicable premiums.

Eligibility for retiree health insurance will be effective upon the first day of the next month following termination of City employment for any employee who is at least age 55, with at least ten (10) years of service.

Retired employees under the age of 65 will pay the subsidized active employee rate for individual (i.e., single) coverage. However, the cost of any dependent coverage will be unsubsidized, which will require the retiree to pay the full cost for enrolled dependents. Upon becoming eligible for Medicare, Medicaid, or TEFRA, the City will discontinue any and all subsidized health coverage for retirees.

NOTE: alternative subsidization rates for retiree health insurance may apply to bargaining unit members therefore applicable collective bargaining agreement shall prevail.

Retiree health insurance will also be offered to any employee who has worked full-time for the City for at least ten (10) years and is collecting long-term disability payments from a City pension plan or through a City owned insurance policy but is not eligible to retire and collect retirement income. Retiree health insurance will discontinue if said individual is no longer in long-term disability status and is not yet eligible to retire and collect retirement income.

Should a premium payment be more than sixty (60) days in arrears, the retiree's group coverage will be automatically terminated by the City.

6.05 REEMPLOYMENT OF RETIRED EMPLOYEE

Retired employees who left the City in good standing are eligible to be rehired for a vacant position for which they are qualified.

Retired employees who are rehired will not be required to serve an initial orientation period if they return to the City to the same position within one (1) year of their retirement.

Retired employees who are rehired within one (1) year of retirement shall be reinstated for the purpose of retirement benefits. Rehired retirees shall otherwise be treated as new hires, except that on limited occasions the City Manager may approve reinstating a retiree's accrual rate or pay rate as of the date of their retirement to incentivize their return due to exigent business needs.

For the purpose of this section, retirement is as defined in section 6.04.

6.06 REEMPLOYMENT OF FORMER EMPLOYEE

Employees who separated from City employment in good standing (but not considered retirees) are eligible for rehire and may be granted a hiring preference. Rehired former employees will otherwise be treated as new hires. Employees who did not separate in good standing will not be eligible for rehire unless a special exemption is granted by Human Resources, with approval of the City Manager.

6.07 ABANDONMENT OF POSITION

After unauthorized absences from work for a consecutive period of three (3) days or three (3) assigned shifts, this constitutes a voluntary resignation.

6.08 DEATH

Separation from City employment is effective upon an employee's death. All compensation and benefits due to the employee at the time of his/her death will be paid to the employee's beneficiary, surviving spouse, or the estate, as determined by law or by executed forms in the employee's personnel file.

6.09 EXIT INTERVIEWS

Upon separation from the City, the employee's Department Director or their designee may conduct a preliminary exit interview and shall accept all City property previously assigned to the employee. The purpose of the "exit interview" is to provide the Department Directors, the City Manager and the Department of Human Resources with information as to why and in what areas an employee may be dissatisfied with the job. This information can be used to improve the City's personnel system. Each employee who resigns from the City may complete an "exit interview" form.

6.10 RETURN OF PROPERTY

At the time of separation and prior to receiving a final paycheck, an employee must return all records, books, uniforms, keys, tools, passwords and other City property. Employees are prohibited from deleting any files or otherwise destroying public records. Any monies owed to the City due to an employee's failure to return City property may be offset against the employee's final paycheck or may be collected through civil action or criminal charges.

6.11 WAGE WITHHOLDING AUTHORIZATION

Newly hired employee will be required to sign payroll wage withholding authorization forms, which indicate that, in the event their employment is terminated, either voluntarily or involuntarily, prior to the full repayment of any outstanding monies are owed (e.g., restitution, wage overpayment), the City may withhold the remaining amount owed from the final pay, except to the extent prohibited by federal or state minimum wage law.

ARTICLE VII **LEAVE BENEFITS**

7.01 GENERAL PROVISIONS

Permanent employees shall be eligible to receive leave benefits as detailed herein. Those employees in a part-time or temporary status shall be eligible only for those benefits required by federal and/or state law or contracts or those benefits approved by the City Manager. All records of leave benefits shall be kept by the Department of Financial Services and shall be the official record.

Under exigent circumstances (e.g., emergencies, inadequate staffing), Department Directors have the authority to rescind previously approved leave requests. In such cases, advance notice shall be provided to the extent practicable.

7.02 SICK LEAVE

a. **Definition:** Sick leave with pay up to the amount accumulated by an employee may be granted for the following purposes, subject to the approval of the Department Director, their designee or City Manager in the cases of Department Directors:

- 1) Personal injury, or illness not connected with work or exposure to a contagious disease which would endanger others.
- 2) Medical, dental, optical, psychological, psychiatric or chiropractic examination or treatment.
- 3) Pregnancy and maternity leave.
- 4) Qualifying Family and Medical Leave Act (FMLA) absences

b. **Computation**

Sick leave with pay shall be credited at the rate of eight (8) hours or one (1) working day for each month of completed service.

- 1) Sick leave may be accumulated to a maximum of 1500 hours.
- 2) The employee has two (2) choices as to how he/she uses his/her credited sick leave. They are as follows:

Choice 1 – Bank all unused sick leave each year until 1500 hours maximum is reached.

Choice 2 – Bank six days of unused sick leave each year and take cash payment for the balance.

Sick Leave Chart				
	Choice 1		Choice 2	
Earn (Hours)	Use (Hours)	Bank (Hours)	Bank (Hours)	Pay (Hours)
96	0	96	48	48
96	8	88	48	40
96	16	80	48	32
96	24	72	48	24
96	32	64	48	16
96	40	56	48	8
96	48	48	48	0
96	56	40	40	0
96	64	32	32	0
96	72	24	24	0
96	80	16	16	0
96	88	8	8	0
96	96	0	0	0

c. Guidelines

Payments for unused sick leave as set forth in the foregoing shall be made no later than December 14.

- 1) Upon resignation, retirement, early retirement, or death, with ten years or more of regular, full-time service, employees (or their beneficiaries, in case of death) shall receive compensation at their then regular pay rate for one-half of their accrued sick leave except for accrual in the "reserve bank." To receive this benefit, employees must leave City employment in good standing.
- 2) Employees with less than ten years of employment will not be eligible for the pay-out of accrued sick leave, except if laid-off. Laid-off employees will be eligible for pay-out with or without ten years of service.
- 3) Accumulated sick leave shall be credited once a month and sick leave shall not be paid in advance of being earned.
- 4) Accumulated annual leave may be used as sick leave after all accumulated sick leave has been exhausted.
- 5) In addition to the provisions for banking of unused sick leave to a maximum accumulation of 1500 hours as herein before provided, there is hereby established a "reserve bank." Whenever any employee exceeds his/her 1500 hours maximum sick leave accumulation, then such employee may bank any excess unused sick leave in the

“reserve bank.” The accumulated days placed in this “reserve bank” may be used by the employee only when all other accumulated sick time has been used as sick leave for actual illness. There shall be no payment to employees for any days remaining in the “reserve bank” upon termination of employment for any reason.

d. Administration of Sick Leave

- 1) Records of sick leave shall be kept by the Department Directors and the Department of Financial Services.
- 2) An employee shall notify the immediate supervisor of absence from work because of illness or other reasons as outlined in departmental rules and regulations. Failure to notify the immediate supervisor shall forfeit any claim for sick pay.
- 3) Sufficient cause exists for dismissal if the employee does not notify the immediate supervisor or Department Director by the third (3rd) day of absence.
- 4) Sick leave may be charged in one-quarter (1/4) hour increments as used by the employee.

Medical, dental and optical appointments may be charged in one-quarter (1/4) hour increments as approved by the Department Director or their designee. The Department Director shall encourage all these types of “scheduled” sick leave to be made on off-duty time whenever possible. No sick leave shall be charged, however, for medical examinations required by the City.

- 5) An employee exhibiting “excessive absenteeism” or “pattern absenteeism” in the opinion of the Department Director and/or the Department of Human Resources may be required to submit medical evidence after one day’s absence. It is understood that excessive absenteeism constitutes just cause for discipline.
- 6) Sick leave with pay is provided so that economic security will be available to the employee. Sick leave shall not be considered a right which an employee may use as his/her discretion, but rather as a privilege which shall only be allowed in cases described in Section 7.02, a., subject to Department Director or their designee’s approval and the employee’s accumulation.

7.03 ANNUAL LEAVE

- a. Definition: Annual leave may be granted for the following purposes subject to the approval of the Department Director or their designee and Department of Human Resources or City Manager in the case of Department Directors:

- 1) Vacation Leave
- 2) Absence for transaction of personal business which cannot be conducted during off-duty hours
- 3) Religious holidays other than those designated by these rules as holidays
- 4) For uncovered portion of sick leave, once such leave has been exhausted through illness
- 5) Any absences from work not covered by other types of leave established.

b. Computation:

- 1) It is the intent of the City that employees take their accumulated annual leave following the annual period in which it was earned. No more than a maximum of two (2) years of annual leave (maximum determined by length of service) shall be carried over into subsequent anniversary periods.
- 2) Annual leave shall be accrued and taken on an annual basis in accordance with the following schedule:

Years of Service	Leave Accumulated Annually Hours	Maximum Accrual
less than 1 year	8 hours per month	
after 1 year through 4 years	96 hours per year	192
after 5 years through 9 years	112 hours per year	224
after 10 years through 14 years	136 hours per year	272
after 15 years	176 hours per year	352

- 3) Annual leave shall be accumulated on pro-rated monthly basis at the end of the last pay period of each month and can be taken as accrued subject to Department Director or their designee's discretion or City Manager's discretion in the case of Department Directors.
- 4) Annual leave shall not be approved for any employee who has not earned the requested number of work days.
- 5) Employees, or their designated beneficiaries, shall receive full payment for all accrued annual leave at the employee's current pay rate upon separation from the City.

c. Administration of Annual Leave:

- 1) Records of annual leave shall be kept by Department Directors or their designee and the Department of Financial Services.
- 2) Requests for annual leave for Department Directors and for employees shall be submitted to and approved by the Department Director or their designee, except that the City Manager shall approve leave requests for Department Directors.
- 3) Department Directors shall make provisions annually for earned leave of employees, and shall attempt to meet the leave requests of the employees with due consideration to the needs and scheduling requirements of the City and seniority. The Department Director's determination of schedule of annual leave shall be final.
- 4) Holidays which occur during an annual leave period shall not be charged as annual leave.
- 5) Annual leave may be charged in one-quarter (1/4) hour increments as used by the employee.

7.04 HOLIDAY LEAVE

The following twelve (12) days shall be the days observed by all City employees as holidays and the one (1) personal leave day shall be taken at the employee's discretion with permission of the Department Director or their designee (once each calendar year):

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day Following Thanksgiving Day
Juneteenth	Christmas
Independence Day	Day preceding or following Christmas Day as designated by the City Manager

- a. Holidays falling on a Saturday shall be observed the preceding Friday. Holidays falling on a Sunday shall be observed the following Monday.
- b. The Department Director or their designee may authorize one (1) day's loss of pay for an employee absent the day before or the day after a holiday, in the event the absence was unauthorized.
- c. If it becomes necessary for an employee to work on a holiday, the employee shall be paid at two and one half times the employee's regular pay rate or rescheduled paid holiday at the discretion of the Department Director or their designee. In the event an employee works on a holiday, overtime is calculated on the actual hours worked, not on the total time paid.

7.05 WORKER'S COMPENSATION

Employees are eligible for worker's compensation under Florida law after suffering a compensable illness or injury. However, indemnity (wage loss) benefits are not paid until after the first seven (7) calendar days of a job-connected illness or injury. If the illness or injury prevents the employee from returning to work for the City for more than seven calendar days, then beginning the eighth (8th) calendar day, the employee receives an amount equivalent to 66-2/3% of the average gross weekly salary, with a cap set according to Florida law. The City voluntarily contributes a supplementary amount that, when combined with this statutory amount, gives the employee 100% of his/her pay after taxes.

An employee who sustains an on-the-job injury or sickness directly related to employment shall be entitled to the currently applicable Worker's Compensation benefits under Florida Statute Chapter 440. This includes medical attention, time loss and wage loss as defined in Chapter 440. Any negligence on the part of an employee shall instead cause use of sick leave accumulations or use of other forms of compensation and time. Failure to use appropriate safety equipment or where there is drug involvement, either of which may have been the cause of an accident, results in at least a 25% reduction in occupational disability payments (wages lost) by statute.

The rate of pay utilized in computation for benefits is the amount per hour paid to the employee at the time of the accident. Since the system is mandated by statute, it is a self-regulating, self-executing program not requiring employee or employer consent.

The City's supplementary payment will continue for a period of six (6) months or until the employee reaches maximum medical improvement (MMI) as determined by the authorized medical physician, whichever occurs first. During the course of the illness, the employee's condition and status shall be constantly reviewed by the Department of Human Resources/Risk Management and the medical practitioners handling the case. The City Manager, Risk Manager, and Department Director may review the case at any time for alternative or more serious action.

The employee is required to do all of the following:

- a. The employee shall immediately notify his/her Department Supervisor of any injury and in all cases at least within twenty-four (24) hours of their occurrence by completing City injury forms. An executed copy of the DWC-1 must be forwarded to the Department of Human Resources within two business days of the care.
- b. The employee shall completely cooperate with medical direction, advice and any physical therapy recommended; which is made available from the medical panel of providers. All authorized physical and occupational therapy sessions will be scheduled during the employee's non-duty time, if the employee is otherwise able to work, to the extent possible.

- c. The employee shall apply for any pension benefits (local, state or federal) to which he is entitled that may result in a substitution of payments normally made by the City.
- d. If the worker's compensation physician clears an employee for "light duty," placement in such status shall be at the sole discretion of the City based on operational needs. In the event an employee is assigned to light-duty, a refusal to accept such an assignment will result in termination.

7.06 FUNERAL LEAVE

The Department Director or their designee may grant funeral leave with pay not to exceed forty (40) hours per incident, with a maximum of two (2) incidents in any one calendar year to any full-time employee who has rendered satisfactory service with the City. Part-time employees will be granted funeral leave without pay for the same duration and number of incidents. This leave may be granted in the event of a death in the employee's immediate family.

For purposes of this section, the employee's immediate family shall be defined as the employee's spouse, son, daughter, father, mother, foster parent, step parent, grandparents, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchild or any relative living in the same household.

If requested, the employee shall be required to provide the Department Director or their designee with proof of death in family as defined before compensation is approved. Funeral leave shall not be charged to annual leave or sick leave. Extensions of the above stipulated time may be granted by the Department Director. The employee's personal leave (vacation or sick) must be used for an approved extension.

7.07 MILITARY LEAVE

In accordance with state law, any employee who presents official orders requiring attendance for a period of training who is a commissioned reserve officer or reserve enlisted personnel in the United States military or naval service or a member of the National Guard is entitled to military leave of absence with pay for a period not to exceed 240 working hours annually. Further, any employee who is a servicemember in the National Guard or a reserve component of the Armed Forces of the United States shall be granted leave of absence to perform active military service, the first 30 days of any such leave of absence to be with full pay. Extended periods of military leave shall be governed by state and/or federal law.

7.08 CIVIL LEAVE

An employee shall be given reasonable time off without loss of pay when subpoenaed or summoned for jury duty or to appear before a public body or commission in connection with the employee's job duties. Upon receipt of a subpoena, all employees shall immediately provide a copy of the entire subpoena to the Human Resources Department, who will provide it to the City Attorney. The City Attorney will review the subpoena and

contact the employee involved and advise them of the required response. No response to the subpoena should be made until the City Attorney has reviewed the subpoena and advised the employee accordingly. This procedure applies to all subpoenas received by an employee concerning a legal matter involving the City. Failure to comply with this section will result in disciplinary action. Leave for court attendance when the employee is engaged in personal litigation shall be charged to annual leave.

Employees, while in attendance at jury duty shall only be compensated for time in attendance which coincides with normal scheduled work periods(s); however, if employees are required to attend a proceeding in connection with their job duties shall be compensated for all such time in attendance. Employees working other than during normal business hours may have their schedule changed at the City's discretion to coincide with the judicial proceeding's hours of attendance during the Civil Leave period. If excused and/or released from jury duty or by the public body or commission, the employee shall report for his/her regular employment. Compensation for jury duty is contingent upon the provision of proof of jury service, which must be supplied by the applicable court.

An employee who is released from work to vote shall return directly to work if any time remains during the regular work day.

7.09 CONFERENCE LEAVE

A Department Director or their designee may grant conference leave with pay, together with necessary and reasonable travel expenses, in order that employees may attend conferences, schools, seminars and similar events designed to improve efficiency and job knowledge considered to be in the best interest of the City. Conference leave will be treated as hours worked unless all of the following conditions apply: the attendance is outside the employee's shift; the attendance is voluntary; the training is not directly related to the employee's job; and the employee does not perform productive work while attending the conference. The City Manager or Department Director (or their designee) must approve all such leave.

7.10 EMERGENCY LEAVE (CITY FACILITY CLOSURE)

In the event an emergency is declared by the Mayor, City Manager, or his/her designee, within the City of Deerfield Beach, the Emergency Operations Center is in Full Activation and City Hall is closed, regular, non-emergency personnel may not be required to report to work until after the City Manager, or his/her designee, has declared the emergency over. Employees will receive emergency pay (i.e., normal pay for their regular work schedule) in accordance with the Emergency Pay policy.

7.11 LEAVE OF ABSENCE WITHOUT PAY

Special Leave: The Department Director or their designee may authorize leave without pay to a permanent employee up to thirty (30) days for reasons which do not affect the City operations. The City Manager may authorize special leave without pay beyond this time, but not exceeding three (3) months for any reason deemed to be in the best interest

of the City, except a non-service injury or illness may be extended to six (6) months after accumulated sick leave and annual leave have expired, if it does not create a hardship on the departmental workload. Special Leave may exceed six (6) months if required by law. Leave of absence without pay may not be used until all annual leave has been exhausted.

No seniority or other benefits shall be lost because of leaves of absence up to thirty (30) days. For leaves of absence over thirty (30) days, an employee cannot accumulate any benefits during that time, except in unusual cases as determined by the City Manager. However, the employee may continue to receive City-paid benefits for a permitted leave of absence at the employee's expense. If the employee fails to make timely payment for such benefits, the City may terminate those benefits. An employee shall return from an extended special leave (over 30 days) to the same salary grade previously held.

Medical Leave of Absence: The Department Director or their designee may authorize a medical leave of absence due to the onset, continuation, or reoccurrence of an employee's own serious health condition. The medical leave of absence is supplemental to any leave required under FMLA, though it may be required under other laws (e.g. ADA). The medical leave of absence is generally limited to six (6) months unless otherwise extended by law. Requests for a medical leave must be made if the employee is not eligible for FMLA leave.

Domestic Violence: An employee who has worked for the City for three (3) months or longer may take up to three (3) days of unpaid leave to seek an injunction for protection against domestic, dating or sexual violence; obtain service from a victim services organization; make their home secure or find a new home; or to seek legal assistance related to domestic violence. The employee may use accrued leave in lieu of unpaid leave. Requests for leave shall be made to the Department of Human Resources.

Long Term Disability: Employees who have applied for Long Term Disability (LTD) for a non job-related illness or injury may be placed on Leave of Absence until an initial LTD eligibility determination has been made.

Unauthorized Absence: An absence of an employee from duty or active status, including any absences for a single day or part of a day, that is not authorized by a specific grant of leave under these rules and regulations shall be deemed an unauthorized absence from duty. Any such absences shall be without pay and may be subject to disciplinary action.

7.12 FAMILY AND MEDICAL LEAVE ACT

In compliance with the Family and Medical Leave Act of 1993, family and medical leave is available to employees who have been employed by the City for one year and have worked at least 1250 hours immediately preceding the commencement of leave requested. A third-party administrator (TPA) performs many of the City's administrative duties associated with FMLA. Therefore, employees are required to cooperate with, and abide by the directives made by, the TPA.

An employee who does not meet the eligibility criteria for FMLA leave may be eligible for leave under other leave policies (e.g. medical leave of absence).

An eligible employee may take up to a total of 12 workweeks of unpaid FMLA leave during a 12-month period for one or more of the following:

- a. The birth of a son or daughter, and to care for the employee's newborn child;
- b. The placement with the employee of a son or daughter for adoption or foster care;
- c. To care for an employee's immediate family member (i.e., the spouse, child, parent of the employee), if such person has a serious health condition;
- d. When a serious health condition makes the employee unable to perform the functions of his/her job; and
- e. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is a servicemember on covered active duty (or has been notified of an impending call or order to covered active duty).

An eligible employee is entitled to 12 workweeks of FMLA leave in a rolling 12-month period for one or a combination of the FMLA circumstances listed above, measured backward from the date an employee uses any leave under this policy. Each time an employee takes FMLA leave, the remaining FMLA leave entitlement would be any balance of the 12 workweeks which has not been used during the immediately preceding 12 months. For example, if an employee takes eight (8) weeks of FMLA qualifying leave during a rolling 12-month period, an additional four (4) weeks of FMLA leave could be taken during the same 12-month period.

Military Caregiver Leave: An eligible employee may take unpaid leave for up to a total of 26 workweeks in a "single 12-month period" to care for a covered servicemember with a serious injury or illness, if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. This single 12-month period is measured backward from the date of the employee's first use of FMLA leave to care for a covered servicemember and ends 12 months after that date. This leave is applied on a per covered servicemember, per injury basis, except that no more than 26 workweeks of leave may be taken within any single 12-month period.

During the single 12-month period, the employee is entitled to a combined total of 26 workweeks of leave for the employee's leave to care for a covered servicemember and leave for any other FMLA qualifying reason, as listed above. Leave for any other FMLA qualifying reason is limited to 12 workweeks, even if the employee takes less than 14 workweeks of leave to care for the covered servicemember.

Restrictions on FMLA Leave: Birth, Adoption or Foster Care Placement. An employee may not take FMLA leave for the birth, adoption, or foster care of a child if 12 months

have passed since the birth, adoption, or placement of the child. An employee may not take FMLA leave on an intermittent or reduced schedule basis for the birth, adoption or foster placement of a healthy child without prior written approval of the City.

Spouses Working for the City: A husband and wife who both work for the City of Deerfield Beach and who are both eligible for FMLA leave may be limited to: (a) *a combined total of 12 workweeks of leave during any 12-month period* if the leave is taken for the birth, adoption or foster care placement of a son or daughter, or to care for the employee's parent with a serious health condition, or (b) *a combined total of 26 workweeks of leave during any single 12-month period* for leave taken to care for a covered servicemember with a serious illness or injury and any other FMLA qualifying reason.

However, A husband and wife may each take 12 weeks of FMLA leave if they are needed to care for their newborn, adopted or foster child who has a serious health condition, provided that the husband and wife have not previously exhausted their FMLA entitlements during the applicable 12-month FMLA leave period.

Employee Notice for FMLA Leave: When an employee provides notice of the need for leave, the employee must provide sufficient information for the City to determine whether the leave qualifies as FMLA leave. If the employee fails to do so, the City may deny the leave. Calling in "sick" without providing more information will not be considered sufficient notice to trigger FMLA leave. If the employee has previously taken FMLA leave and the employee seeks another FMLA leave for the same FMLA-qualifying reason, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave. Likewise, if the employee has been previously approved for FMLA leave for more than one qualifying reason, the employee's notice must specify which FMLA-qualifying reason supports the employee's current request for leave.

Foreseeable Leave: An employee must provide at least 30 days' advance written notice before FMLA leave or other leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned medical treatment for a serious injury or illness of a covered servicemember. When planning medical treatment, the employee must consult with the City and make a reasonable effort to schedule the treatment so as not to unduly disrupt the City's operations, subject to the approval of the health care provider. The employee must also advise their supervisor and the TPA as soon as practicable (e.g., on the same day or next business day) if the dates of a scheduled leave change or were initially unknown.

Unforeseeable Leave and Leave for a Qualifying Exigency: When an employee's request for FMLA leave is not foreseeable or is due to a qualifying exigency (regardless of how far in advance such leave is foreseeable), the employee must provide notice (verbal or written) to his/her Department Director (or their designee) and the TPA as soon as is practicable under the facts and circumstances of the particular case.

If the employee does not comply with the notice and procedural requirements listed above, and no unusual circumstances justify the failure to comply, FMLA-protected leave

may be delayed or denied depending on the facts of the particular case. An employee must respond to any inquiry by the City as to the reason(s) for providing less than thirty (30) days' notice for foreseeable leave.

Notice of Eligibility and Rights and Responsibilities: When an employee requests FMLA leave, or when the City acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the City will notify the employee of his/her eligibility to take FMLA leave and his/her rights and responsibilities for taking FMLA leave. An employee has an obligation to respond to the City's questions designed to determine whether an absence is potentially FMLA-qualifying. Failure to comply with this requirement may result in the denial of FMLA leave.

Certification Requirements: When requesting leave based on a serious health condition of an employee or covered family member, the employee must provide a certification of a health care provider that includes all information required by the FMLA. (The certification forms are available from the Department of Human Resources) Alternatively, the employee may provide an executed authorization or release allowing the City to communicate directly with the health care provider.

If the medical certification is incomplete or insufficient, the City will specify the deficiencies in the certification and the employee will have a reasonable opportunity to provide the information necessary to make the certification complete and sufficient. The City may directly contact the health care provider for purposes of clarification and authentication of the medical certification after the employee has the opportunity to cure any deficiencies. This contact will be made by the Department of Human Resources, a health care professional, or a management official, but not the employee's direct supervisor. In compliance with HIPAA Medical Privacy Rules which apply to the health care provider, the City will obtain the employee's permission to clarify individually identifiable health information directly with the health care provider. If the employee does not provide the City with such authorization, and does not otherwise clarify the certification, the City may deny the taking of FMLA leave.

Additional Medical Opinions: If the City has reason to doubt the validity of a medical certification, it may require an employee to obtain a second opinion from a health care provider designated by the City. If this second opinion differs from that provided by the employee's physician, the City may require the opinion of a third health care provider, designated jointly by the City and the employee. The third opinion shall be final and binding. Upon request, the City will provide the employee with a copy of the additional opinion(s).

Pending the receipt of the additional opinion, the employee will be considered as provisionally entitled to FMLA. If the additional opinion does not ultimately establish the employee's entitlement to FMLA leave, the leave shall not be designated as FMLA leave and may be treated as another type of leave under the City's established leave policies.

Annual Medical Certification and Recertification: If the employee's need for leave due to the employee's own serious health condition or the serious health condition of the

employee's covered family member lasts beyond a single year, the City may require that the employee provide a new medical certification in each subsequent leave year. The City may also request recertification of such leave during the leave in accordance with the applicable FMLA requirements. The employee has the same obligation to participate in the annual certification and recertification process as in the initial certification process.

Certification for Leave Taken because of a Qualifying Exigency: When requesting leave for a qualifying exigency, the employee must provide a certification that includes all the information requested by the FMLA and a copy of the covered military member's active duty orders or other documentation of a call to active duty status and dates of service. The City may verify the basis for the qualifying exigency in accordance with the FMLA.

Certification for Leave Taken to Care for a Covered Servicemember (Military Caregiver Leave): When requesting leave to care for a covered servicemember with a serious injury or illness, an employee must provide a certification completed by an authorized health care provider of the covered servicemember that includes all the information required by the FMLA, or alternatively, a copy of any "invitational travel orders" (ITOs), or "invitational travel authorizations" (ITAs) issued by the military to any family member (regardless of whether the employee is named). An ITO or ITA is sufficient certification for the duration of time specified in the ITO or ITA and if the employee needs leave beyond the time specified in the ITO/ITA, the employee must complete a certification form to cover the remainder of the leave period. The City may also require the employee to provide confirmation of a covered family relationship to the seriously injured or ill servicemember. It is the employee's responsibility to provide the City with complete and sufficient certification and failure to do so may result in the denial of FMLA leave.

Consequences of Not Providing the Certification or Curing Deficiencies: If an employee does not submit a certification or does not cure the deficiencies in a certification, the leave is not a FMLA-qualifying leave. If the absences do not qualify as leave under the City's other leave policies, the absences ordinarily will be treated as unexcused absences and may result in corrective action up to and including termination of employment.

Designation of FMLA Leave: When the City has enough information to determine whether the employee's requested leave qualifies as FMLA, it will provide written notice to the employee as to whether the leave will be designated and counted as FMLA leave. Where appropriate, the City may retroactively designate leave as FMLA leave upon notice to the employee or upon agreement with the employee

Intermittent or Reduced Schedule Leave: An employee may take FMLA leave on an intermittent or a reduced schedule if medically necessary (and such medical need can best be accommodated through an intermittent or reduced leave schedule) because of the employee's or family member's serious health condition, or to care for a covered servicemember with a serious injury or illness. Leave due to a qualifying exigency may also be taken on an intermittent or reduced leave schedule basis.

If an employee needs intermittent or reduced schedule leave for planned medical treatment for the employee, covered family member or covered servicemember, the

employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the City's operations. In this situation, the City reserves the right to transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of FMLA leave. The alternative position will have equivalent pay and benefits as the previous position, but may not have equivalent duties.

FMLA leave shall be calculated in $\frac{1}{4}$ hour (15 minute) increments when taken on an intermittent basis. The employee's FMLA entitlement is reduced by the amount of leave taken during the applicable period. The employee is responsible for tracking and reporting time taken and notifying supervisor and the TPA of his/her individual intermittent leave time taken. Failure to accurately record intermittent leave time, or recording non-FMLA absences as intermittent FMLA leave, may result in corrective action, up to and including termination from employment.

Reporting (Call in) to the City While on Leave: An employee on FMLA leave or any other type of leave for medical or health reasons may be required to report on a periodic basis regarding his/her status and intention to return to work. If circumstances change and the employee needs either more or less leave, the City requires that the employee provide the City (TPA) with reasonable notice (i.e., within two (2) business days) of the changed circumstances, where foreseeable. The Department of Human Resources will inform the employee how often the employee must report to the City while on leave.

Relationship between FMLA Leave and Paid Leave Time: The City requires that the employee use his/her accrued paid leave time during FMLA leave. After the employee exhausts his/her paid leave time, the remainder of the employee's FMLA leave will be unpaid with the exception of any temporary disability benefits under the Florida Workers' Compensation Law or short-term disability benefits.

Workers' Compensation Injury: If the employee is injured on the job and the injury qualifies as a serious health condition under the FMLA, the City requires that the time off for the injury be counted against the employee's FMLA leave entitlement. The City and the employee may agree to have the employee's unused, accrued paid leave time to supplement the employee's temporary disability benefits under the Florida Workers' Compensation Law where those benefits only provide replacement income for a portion of an employee's regular pay or salary. The employee is not required to use any paid leave time while receiving temporary disability benefits.

NOTE: If an employee receives supplemental pay from the City during any portion of his/her FMLA leave for a workplace injury (see Policy No. 7.3 Workers' Compensation Leave of Absence), the employee may not use paid leave time to supplement the employee's temporary disability benefits under the Florida Workers' Compensation Law.

Short Term Disability: If the employee has enrolled in the City's voluntary short-term disability plan for a serious health condition, the City requires that the time off taken under the disability plan be counted against the employee's FMLA leave entitlement. The City and the employee may agree to have unused, accrued paid leave time supplement the

employee's short-term disability benefits where the benefits only provide replacement income for a portion of an employee's regular pay or salary. The employee is not required to use any paid leave time while receiving benefits under the City's short-term disability plan and the employee is not required to apply for short-term disability benefits to take FMLA leave.

Accrual of Paid Leave Time While on FMLA Leave: The employee will not accrue paid leave time while on FMLA leave for more than thirty (30) consecutive days, though it will resume upon return to active employment. The taking of FMLA leave will not result in the loss of any paid leave time that the employee accrued prior to the date on which FMLA leave started except to the extent such paid leave time is used during FMLA leave.

Benefits While on FMLA Leave: The City will continue to pay its portion of the employee's group health and dental insurance premiums while the employee is on FMLA leave. The employee is responsible for making arrangements with the City's Human Resources and Finance Departments to pay the employee portion of group health and dental insurance premiums and the costs of any other elected insurance coverage in an amount equal to the amount the employee would have paid via payroll deduction, no later than the first day of the month. If FMLA leave is taken with paid leave time or with supplemental pay from the City, the premiums will be deducted from the employee's paycheck during FMLA leave as a regular payroll deduction. Failure to make timely payments will result in discontinuation of coverage. If the employee does not return to work after his/her FMLA leave, the employee's group health plan coverage will end and the employee will receive a separate notice that provides details about COBRA coverage.

In the event a qualifying event occurs while an employee is on FMLA, it is the employee's responsibility to add the individual(s) to the City's group health plan in a timely manner if such coverage is desired.

Return to Work: To return to work from a FMLA leave for his/her own serious health condition, the employee is required to provide a fitness for duty certification from the employee's health care provider on or before the day the employee returns to work. The fitness for duty certification must address the employee's ability to perform the essential functions of his/her position as listed in the job description. If the employee is released to return to work with any medical restrictions, the fitness for duty certification should specify those medical restrictions and the expected duration of the restrictions. If those restrictions render the employee unable to perform the essential functions of the position, the employee may not return to work but shall remain on FMLA leave. Accommodations shall not be made for employees in such cases unless otherwise required by law (see section 8.07(J)).

The employee must pay any costs associated with the completion of the fitness for duty certification (including the costs of the applicable health care provider) and the employee is not entitled to be paid for the time or travel costs spent to obtain the certification.

If the employee fails to provide a timely fitness for duty certification, the City may delay the employee's restoration to employment until the completed fitness for duty certification

is provided. If the employee does not produce the certification, the employee may be terminated from employment.

An employee who fails to return to work within one (1) day after the expiration of his/her approved FMLA leave will be treated as a voluntary resignation, absent a request and authorization for an extension of leave or an accommodation under the Americans With Disabilities Act (ADA). Any such request must be submitted in writing to the Department of Human Resources at least two (2) weeks prior to the expiration date of the employee's approved FMLA leave of absence, or as soon as reasonably practicable after determining the basis for the extension request. The effective date of an employee's voluntary resignation will be the day following the expiration of his/her FMLA leave.

Reinstatement: When the employee timely returns from FMLA leave, he/she will be restored to the position held when FMLA leave started, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee has no greater right to reinstatement or to other benefits and conditions of employment than if he/she had been continuously employed during FMLA leave.

Key Employee Exception: Salaried eligible employees (who are among the highest paid 10 percent of the employees employed by the City within 75 miles of the facility at which the employees are employed) will not be guaranteed restoration to the position held at the start of the FMLA leave or to an equivalent position on the return to work from FMLA leave if restoration would create a substantial and grievous economic injury to the City's operations and if the City notifies the employee in accordance with the FMLA.

Transfer Eligibility: The employee may be required to transfer temporarily to an alternate position with equivalent pay and benefits that better accommodates periods of recurring leave than the employee's regular position. An employee is not permitted to apply for a transfer during his/her FMLA leave unless mutually agreed by the employee, the employee's Department Director, and the City Manager.

Outside Employment During FMLA Leave: An employee on FMLA leave may not work at another job during the duration of the leave when such outside employment is inconsistent with the FMLA leave approved by the City. An employee on leave must notify his/her Department Director and the Department of Human Resources if he/she is employed in another position with an outside employer. Failure to disclose this information may lead to corrective action.

Definitions

The City adopts the definitions of the FMLA, as amended. This policy lists some of the commonly used definitions.

Serious health condition: An illness, injury, impairment, or physical or mental condition that involves one of the following:

Inpatient Care: An overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care. "Incapacity," for purposes of the FMLA means inability

to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from.

Absence Plus Treatment: A period of incapacity of more than three consecutive, full calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves: (a) Treatment two (2) or more times within thirty (30) days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or (b) Treatment by a health care provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the health care provider. For purposes of the FMLA, "treatment by a health care provider" means an in-person visit to a health care provider, and the initial (or only) treatment visit must take place within seven (7) days of the first day of incapacity.

Pregnancy: Any period of incapacity due to pregnancy, or for prenatal care.

Chronic Conditions Requiring Treatments: A chronic condition which: (a) requires periodic visits at least twice a year for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; (b) continues over an extended period of time (including recurring episodes of a single underlying condition); and (c) may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

Permanent/Long-term Conditions Requiring Supervision: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's disease, a severe stroke, or the terminal stages of a disease.

Multiple Treatments (Non-Chronic Conditions): Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for: (a) restorative surgery after an accident or other injury; or (b) a condition that would likely result in a period of incapacity of more than three (3) consecutive full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

Son or Daughter: a biological, adoptive, foster or stepchild, a legal ward, or a child of a person standing in loco parentis by providing day-to-day care and financial support, where the child is under age eighteen (18), or age eighteen (18) or older and incapable of self-care because of a physical or mental disability. For military family leave, a son or daughter may be of any age.

Parent: a biological, adoptive, step or foster parent, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter (as defined above). This term does not include the employee's parents "in law."

Intermittent Leave: leave taken in separate blocks of time due to a single qualifying reason rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. A "reduced leave" schedule is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday.

Continuous Leave: is FMLA leave taken consecutively over one period of time in the twelve (12) month rolling period (measured backward).

Qualifying Exigency: includes leave for one or more of the following arising out of the fact that the spouse, son, daughter, or parent of the employee is a servicemember on covered active duty (or has been notified of an impending call or order to covered active duty):

Short-notice deployment (up to seven (7) calendar days).

Attending certain military events and related activities, such as official ceremonies or programs related to the servicemember's active duty status or to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations or the American Red Cross that are relative to the servicemember's active duty status;

Certain childcare and related school activities such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, or attending certain meetings at a school or a daycare facility if they are necessary due to circumstances arising from the active duty or call to active duty or the covered family member;

Making or updating financial and legal arrangements to address a covered military member's absence while on active duty or call to active duty status or to act as the covered military member's representative before a federal, state or local agency for the purposes of obtaining or arranging or appealing military service benefits while the covered military member is on active duty or a call to active duty status;

Attending counseling provided by someone other than a health care provider for oneself, for the covered military member, or for the child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member.

Taking up to five (5) days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during the period of deployment.

Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of ninety (90) days following the termination of the covered

military member's active duty status, and addressing issues arising from the death of a covered military member.

Any other event that the City and the employee agree is a qualifying exigency.

Covered Active Duty: (i) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (ii) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

Covered Servicemember: (i) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (ii) a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

7.13 UNPAID ADMINISTRATIVE LEAVE

Any employee who cannot perform the essential functions of their position or charged with a felony may be placed on an unpaid leave until they can demonstrate job fitness or until such charge is dismissed by the prosecuting authority or until a decision settling the case is rendered. Employees are required to inform the Department Head of an indictment, information or charge involving a felony within 24 hours.

An employee who is placed on unpaid administrative leave pursuant to this section shall be afforded an opportunity to meet with the City Manager, or his/her designee, to discuss the circumstances of the arrest, indictment or information. The purpose of the meeting is to allow the employee to tell his/her side of the story so that the City Manager may, in his/her sole and exclusive discretion, determine the appropriate course of action, which may include, but is not limited to: continuing the leave without pay; converting the unpaid leave to one with pay pending further inquiry; reinstating the employee with back pay; and/or any other administrative/disciplinary action.

Notwithstanding any limitations on the length of leave set forth elsewhere, unpaid leave under this Section may continue until the employee can demonstrate job fitness or through the resolution of the criminal proceedings related to the arrest, indictment or issuance of an information, or until such time as an administrative determination is rendered. Any extensions of time or continuances of any administrative proceedings (including the preliminary meeting with the City Manager) related to unpaid leave that is attributable to, or caused by, the employee shall be deemed a waiver of any claim for back pay or other benefits lost as a result of that extension of time or continuance.

An acquittal or dismissal of the criminal charges related to the arrest, indictment or issuance of information (if any such action occurs prior to the conclusion of any administrative action or inquiry) shall not automatically entitle the employee to reinstatement or any other relief. Instead, upon the conclusion of the criminal proceedings, the City may conduct (i.e. commence or continue as appropriate) an administrative investigation or inquiry and, if appropriate, impose disciplinary action up to and including termination. The resolution of the criminal charges may be used as a factor in any administrative determination. For purposes of this rule, the fact that adjudication is withheld or any criminal proceeding which terminates upon the employee's plea of nolo contendere shall not prevent the City from conducting its own administrative investigation and taking appropriate disciplinary action.

7.14 NON-BARGAINING UNIT EMPLOYEES

In an effort to maintain a competitive advantage with comparable agencies, the City Manager, in his sole discretion, may authorize the receipt of leave benefits referenced in this Article at differing accrual rates and payout amounts, or in the alternative, the granting of supplemental leave benefits. The provision of such benefits will require written authorization from the City Manager by the applicable Department Director and, in the case of the City Manager, consultation with Human Resources.

ARTICLE VIII
EMPLOYEE RELATIONS AND BENEFITS

8.01 GENERAL PROVISIONS

Permanent employees shall be eligible to receive the benefits outlined herein. Those employees in a provisional, emergency, part-time or temporary status which places them in an exempt situation shall be eligible for only those benefits required by federal and/or state law or contracts or those benefits approved by the City Manager.

All records of benefits shall be kept by the Department of Human Resources and Department of Financial Services and shall be the official record.

8.02 INSURANCE

A group health insurance plan is in effect for regular, full-time employees. All eligible newly-hired employees can participate on the first day of the month following-thirty days of continuous employment. Life insurance coverage is also made available to regular, full-time employees. Upon becoming eligible to participate in these plans, employees will receive summary plan descriptions (SPDs) describing the benefits in greater detail.

The City may offer an incentive for employees to opt out of enrolling in City health insurance coverage, provided proof of health insurance coverage elsewhere is submitted. Employees who opt out will be paid an amount equivalent to 50% of the City's monthly cost for individual health insurance coverage. The opt out incentive is subject to change or discontinuation, at the discretion of the City Manager, but will be preceded by appropriate notice.

Upon retirement, eligible employees may continue to participate in the health plan as a retiree. The details related to retiree health coverage are in section 6.04 herein. each plan year.

8.03 RETIREMENT PLAN

Retirement plans have been established for permanent City employees. Detailed provisions shall appear in separate information booklets.

8.04 EMPLOYEE PERFORMANCE EVALUATIONS

The Department of Human Resources, in cooperation with Department Directors, may establish and administer a system of rating the work performance of all employees. The Employee Performance Evaluation shall be designed to permit the evaluation of the employee's performance and attitude as accurately and as fairly as possible. The rating shall be set forth on the performance evaluation forms provided by the Department of Human Resources; these forms may be changed periodically to reflect changes in job duties or to more accurately rate employee performance.

Besides evaluating employee performance and attitude, the Employee Performance Evaluation may also be considered in determining merit salary increases and decreases and as a basis for training, demotion, transfer, dismissal, promotion or other personnel

status changes. In the event the City administers a system of rating the work performance of employees, each employee shall be evaluated at least once each fiscal year, and more frequently if the Department Director determines it to be necessary.

Performance evaluation reports will normally be completed annually for each employee based on their annual review date. The immediate supervisor shall complete a performance evaluation form approved by the City Manager. The supervisor shall meet with the employee to review and discuss the evaluation and shall provide the employee the opportunity to comment and ask questions. At the conclusion of the meeting, the employee shall be given the opportunity to write any comments in the space provided and to sign the form. The employee's signature signifies that the evaluation has been discussed with him, and does not necessarily indicate that the employee agrees with the evaluation.

Special performance reports may be required as called for in other sections of this Manual (i.e., probationary period, annual performance evaluation, a special performance evaluation). The annual review date is the employee's original hire date. Immediate supervisors have the primary responsibility for conducting employee evaluations. Employees who performed their duties under more than one supervisor during the rating period should be evaluated by the supervisor for whom the employee worked during the majority of the rating period. The supervisor preparing the evaluation should consult any other supervisor for whom the employee worked during the rating period in order to determine the most appropriate rating for one or all categories outlined in the performance evaluation. Each supervisor should sign the evaluation form.

The performance evaluation will rate each employee's performance of the duties of his/her position and the objectives and performance standards developed by the employee and supervisor, as well as competency in defined categories set in the performance evaluation.

8.05 EDUCATIONAL INCENTIVES/BENEFITS AND CERTIFICATION

Educational Reimbursement

All full-time employees are eligible to receive educational reimbursement for undergraduate and graduate coursework according to the criteria outlined in the Educational Reimbursement standard operating procedure. The Tuition Reimbursement Program pertains to training and educational courses taken voluntarily by the employee. Course or training that the employee is required to attend by the City will not be funded through this program. This program is not meant to replace existing funding mechanisms for departmental certifications and trainings that are already being subsidized by the City.

Certification Incentive

All regular full-time employees required by the City to attend any training and/or health and safety program shall be compensated at their regular rate of pay for the length of time they are required to attend such program and pay for the training. The City will

make a reasonable effort to give equal opportunity for training to all regular full-time employees in a job classification in the same division.

Regular full-time employees who obtain one or more certifications or licenses preferred or required in the job description for his or her position may be eligible to receive monetary payment in accordance with departmental policy.

Employees must obtain approval in advance from their Department Director to ensure that any course, license or training will qualify for certification pay. Any certification pay that results in a percentage increase of base pay shall not result in exceeding the maximum pay range for the position. In such case, the employee will receive the amount in a lump sum. The loss of any underlying certification(s) may result in the rescission of the previously approved pay increase, at the discretion of the City Manager.

8.06 GRIEVANCE PROCEDURE

- a. Policy: It shall be the policy of the City of Deerfield Beach to provide a procedure for the presentation and mutual adjustment of points of disagreement which may arise between employees and their supervisors, and to assure employees that their problems and complaints will be considered fairly, honestly, and without reprisal.
- b. Purpose: The primary purpose of the grievance procedure is to determine WHAT is right rather than WHO is right. Open discussion between employees and supervisors will lead to a better understanding of the practices, policies and procedures which affect employment. It will also serve to identify and help eliminate conditions which may, or conceivably have, cause misunderstandings and grievances. The purpose is defeated if a spirit of conflict enters into the consideration of a grievance. Supervisors and employees alike must realize and recognize the true purpose of a grievance procedure if such procedure is to have value in promoting the provision of premium City service.
- c. Definition of a Grievance: A grievance is a complaint or a dispute between an employee and City regarding the interpretation, application or violation of the express terms of this manual, but exclude disciplinary action arising from the suspension, demotion or dismissal of an individual holding an exempt position (see Section 1.06) or a non-bargaining unit employee because said persons are only provided a pre-disciplinary review. Grievances related to discipline are only applicable to bargaining unit employees and, in such cases, are governed by the applicable collective bargaining agreement. Complaints of discrimination fall under the complaint process detailed in Section 8.07, below.
- d. Procedure for Presentation of a Grievance: The employee shall first take his/her grievance to his/her immediate supervisor who shall review the problem, make a decision and advise the employee of his/her decision within five (5) working days. It is neither necessary nor desirable that the grievance be presented in writing at this point. Supervisors are encouraged to consult with their Department Directors

or any individual who may be able to offer assistance and/or information relative to the grievance.

If the grievance is not resolved to the employee's satisfaction by the supervisor, or if a decision is not made within the time specified, the employee may submit his/her grievance to his/her Department Director. The Department Director or their designee shall investigate the grievance and make a decision within five (5) working days.

If the grievance is not resolved to the employee's satisfaction by the Department Director, or if a decision is not made within the time specified, the employee may take his/her problem to the Department of Human Resources. It shall be incumbent on the Department of Human Resources to thoroughly investigate the grievance and to render a fair and impartial decision within seven (7) working days.

If the grievance is not resolved to the employee's satisfaction by the Department of Human Resources, or if a decision is not made within the time specified, the employee may request a review of his/her case by the City Manager. All such requests must be made in writing. Such request must be filed by the employee within five (5) working days after receipt of the Department of Human Resources decision.

The City Manager shall render the final decision within five (5) working days. It shall be the duty of the City Manager to judge each case fairly and impartially, solely on the merits of the evidence presented.

8.07 CITY POLICY ON NON-DISCRIMINATION

The City of Deerfield Beach, Florida, is committed to the concept of equal employment opportunity as a fundamental element of the City's personnel system. To affirm this commitment, it is the policy of the City of Deerfield Beach to:

- a. Prohibit discrimination in employment, employee development or employment advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap or other non-merit factors (except where such factor is a bona fide occupational qualification or required by state and/or federal law).
- b. Insure equal employment opportunity for all persons based solely on their qualification when seeking employment and on the basis of their merit and fitness when employed.
- c. Any employee of the City or any applicant for employment with the City shall have the right to address their concerns either verbally or in writing to the City Manager or the employee's department Director whenever he/she has reason to believe that the intent of this policy has been violated.

- d. Any report of discrimination shall be promptly forwarded to the City Manager for investigation. The City Manager (or the City Manager's designee) shall be responsible for the investigation of the report in accordance with this policy.
- e. If the employee reports the incident(s) in writing, the report shall be deemed confidential in accordance with the law. If the employee orally reports the incident, the City shall summarize the provided statement in a report unless the employee opts to provide their own written summary. The following information should be included in the report: the date(s) of the incident(s), identity of the person taking the action, identity of any witnesses and details about the incident(s). The City may request an employee who submitted a complaint to attend an in-person meeting to provide additional details and information concerning the incident(s).
- f. Any job applicant who has questions regarding this policy or believes that he/she has not been treated in accordance with this policy should contact the Department of Human Resources.
- g. The City will investigate reports of discrimination promptly and take prompt remedial action based on the circumstances to address any violation of this policy, including corrective action against any employee, which may include a warning, suspension or termination from employment. An employee who feels that his/her complaint was not appropriately addressed or that he/she is still being subject to discriminatory conduct should immediately notify the City Manager.
- h. The City prohibits and will not tolerate retaliation against employees who in good faith bring discriminatory conduct to the City's attention. There will be no retaliation for reporting discrimination or for cooperating in the City's investigation of the report. An employee responsible for retaliatory conduct will be subject to corrective action, up to and including termination from employment. If an employee believes that he/she is being retaliated against in violation of this policy, the employee is encouraged to report the retaliation by using the same procedures discussed above for reporting discrimination.
- i. The Director of Human Resources and Risk Management shall serve as the City's EEO Officer. The EEO Officer shall report directly to the City Manager and is charged with implementing the City's EEO Policy, including receiving discrimination complaints, conducting investigations, as well as ensuring the City's compliance with federal and state laws. The EEO Officer will also: 1) ensure that designated employees are adequately trained in EEO laws 2) supervise the EEO-related activities of investigators; and 3) ensure that EEO policies are prominently posted or otherwise provided to employees in accordance with the law. The EEO Officer can be reached at the City's Human Resources Department, 150 NE 2nd Avenue, Deerfield Beach, FL 33441 and 954-480-4255.

Americans With Disabilities (ADA)

The City is committed to complying with all applicable provisions of the Americans with Disabilities Act (the "ADA"). It is the City's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of an individual's disability. Consistent with this policy of non-discrimination, the City will provide reasonable accommodations to a qualified individual with a disability, as defined in the ADA, who has made the City aware of his/her disability, if it is not obvious, provided such accommodation does not constitute an undue hardship to the City.

Any employee with a disability who believes that he/she needs a reasonable accommodation to perform the essential functions of the job should contact the Director of Human Resources and Risk Management. Any employee who feels that he/she has not been treated in accordance with this policy should contact the Department Director, Director of Human Resources and Risk Management, Assistant City Manager or City Manager. The City prohibits and will not tolerate retaliation against any employee who requests a reasonable accommodation or makes a good faith complaint under this policy.

Where an employee or applicant has requested a reasonable accommodation consistent with this Manual or law and is denied, a complaint may be made pursuant to the Complaint Procedure, outlined in Section 8.07. The employee or applicant has the option to proceed directly to Step 3 of the process, whereupon the City Manager (or the City Manager's designee) shall meet with the employee or applicant, the Director of Human Resources and Risk Management and any pertinent employees to evaluate the eligibility or reasonableness of the request.

If the employee cannot perform the essential functions of their current position due to permanent restrictions from a disability, and if a reasonable accommodation cannot be made which would allow the employee to perform the essential functions, the Department of Human Resources shall search all position openings for which the employee may be qualified. If the employee is qualified for any open position, which is a lateral or lower position, the employee shall be offered that position if it does not violate any seniority rights of other employees. If the vacancy is a higher position, the employee must apply and may be required to compete through the normal City application process.

If the disability was due to an injury compensable under worker's compensation and no vacant position is available when the employee reaches maximum medical improvement the employee may be terminated or subject to other employment action.

The City is also committed to not discriminating against any person who is related to or associated with a person with a disability. This policy is neither exhaustive nor exclusive. The City will take all other actions necessary, to ensure equal opportunity for persons with disabilities in accordance with the applicable provisions of the ADA and all other applicable federal, state, and local laws.

Any employee or job applicant who has questions regarding this policy or believes that he/she has been discriminated against based on a disability may notify the City Manager.

All such inquiries or complaints will be treated as confidential, and will only be disclosed on a need-to-know basis to the extent permitted by law.

Religious Accommodation

The City will take action to provide reasonable accommodations for religious observances, beliefs and practices, unless it creates an undue hardship. Reasonable accommodation may include modification of schedules, relaxation of dress code policies or religious expression.

Where an employee or applicant has requested a religious accommodation consistent with this Manual or law and is denied, a complaint may be made whereupon the City Manager (or the City Manager's designee) shall meet with the employee or applicant and any pertinent employees to evaluate the eligibility or reasonableness of the request. A decision will be issued in writing within seven (7) business days, to the extent practical.

Sexual Harassment

Sexual harassment is a form of employee misconduct which undermines the integrity of the employment relationship. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures. Sexual harassment is a prohibited practice.

Specifically, sexual harassment is deliberate or repeated, unsolicited verbal comments, gestures, pictures or written material, or physical contact of a sexual nature which are unwelcome. This includes:

Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or of creating an intimidating, hostile or offensive work environment.

The City of Deerfield Beach is dedicated to a strong policy against discrimination based upon sex. Sexual harassment is unacceptable conduct and will not be condoned. It is imperative that all employees be assured a work atmosphere free from sexual harassment. Violations of this policy will be cause for disciplinary action.

Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is offensive both objectively and subjectively, that fails to respect the rights of others, that lowers morale, and that interferes with work effectiveness.

Any acts of sexual harassment should be reported using the procedure for reporting discriminatory conduct as detailed in this subsection.

Complaint Procedure

Any City employee who feels that he/she has been discriminated against should bring the complaint to the attention of the supervisory personnel according to the procedure set forth below. Those employees covered by collective bargaining agreements have the option to use the grievance procedure provided for in the bargaining agreement. However, only one forum may be utilized for any particular matter. Any complainant has a legal right to file a complaint with the United States Equal Employment Opportunity Commission. It is felt, however, that the best interests of both the complainant and the City will be served if such complaint can be settled at the lowest level possible within the City government itself.

No disciplinary action will be taken against any employee who files a complaint and follows an appropriate grievance procedure.

All written complaints, evidence and record of disposition will be retained in the Department of Human Resources.

Any applicant for a position with the City who feels that he/she has been discriminated against because of race, color, religious or political affiliation, sex, national origin, age, or physical handicap may direct a complaint to the Director of Human Resources and Risk Management. The complaint must be in writing and filed within thirty (30) calendar days of the alleged incident of discrimination. The Department of Human Resources shall resolve the complaint within a reasonable time, and will provide a copy of the findings to the complainant.

City employees who choose to present a complaint shall follow the following procedure:

- a. The employee shall notify his/her immediate supervisor, either orally or in writing, within three (3) working days after the incident causing the complaint. The supervisor shall attempt to resolve the problem and inform the employee of steps taken within three (3) working days after receiving the complaint.
- b. If the employee is unsatisfied with the supervisor's resolution, he/she should notify the Department Director in writing within three (3) working days after the supervisor's deadline in Step A. The Department Director shall attempt to resolve the problem and will inform the employee of the steps taken within (3) working days after receiving the complaint.
- c. If the employee is still not satisfied, he/she may take the complaint to the Director of Human Resources and Risk Management. The complaint must be submitted in writing. The Director of Human Resources and Risk Management will attempt to resolve the complaint within twenty (20) working days after receipt and shall notify the complainant of the decision reached.
- d. If the employee is not satisfied with the decision of the Director of Human Resources and Risk Management, he/she can request to have the complaint reviewed by the City Manager within three (3) working days.

8.08 CITY POLICY ON BULLYING AND HARASSMENT

Some acts or remarks may violate this Manual even if they are not so severe that they violate federal or state discrimination laws. Because the City is committed to providing an emotionally stable and safe workplace, it discourages verbal confrontations between employees due to an employee's reasonable belief that he/she was subjected to bullying behavior.

Bullying or Harassing conduct includes repeated behavior occurring in the course of work that impairs the ability of an employee to perform work duties or is reasonably perceived as being so severe and/or objectively offensive so as to have that effect. This includes, but is not necessarily limited to acts that are reasonably perceived as being humiliating, dehumanizing, hostile, intimidating, or physically aggressive. These acts may be identified by the following behavior directed at an employee or group of employees:

- a. Yelling, screaming and/or using a very aggressive tone
- b. Use of derogatory remarks, insults and epithets
- c. Publicly displaying offensive material
- d. Ignoring, isolating or segregating an employee
- e. sabotaging or undermining work performance
- f. Making or publishing any false or malicious statement, which is not directly related to the employee's responsibilities and is intended to, or is likely to (regardless of intent), negatively impact the professional standing, emotional well-being, or reputation of the person or persons being discussed

The legitimate and reasonable exercise of management rights should not be construed to constitute bullying or harassment. These actions may include:

- a. Evaluating an employee's work performance. Though the information may be troubling and critical, conveying said information does not constitute bullying or harassment
- b. issuing directives about work duties
- c. Making justifiable decisions related to recruitment, selection and other employment opportunities
- d. Enforcing implemented workplace policies or collective bargaining provisions, if applicable
- e. Addressing allegations of misconduct and imposing disciplinary actions, where appropriate

Any acts of bullying should be reported to the Department Director or Director of Human Resources and Risk Management. An informal review will be conducted to determine whether the action(s) complained of, if true, meet the definition of non-discriminatory bullying/harassment as defined herein. If the allegations meet the definition, the matter will be formally investigated by the Department of Human Resources to determine whether sufficient evidence substantiates said allegations. If the allegations do not meet the threshold, the complainant will be informed thereof and the matter closed without a formal investigation. Complaints will be handled in a timely and confidential manner, to the extent allowable by law.

An employee who has been harassed on the job may use the complaint procedure or may report the incident directly to the Director of Human Resources and Risk Management.

8.09 CITY POLICY ON WORKPLACE VIOLENCE

Workplace violence will not be tolerated in the workplace. With respect to the seriousness of this problem, the City has adopted a “zero tolerance” for incidents of workplace violence.

Workplace violence includes, but is not limited to physical attacks, threatening violent behavior and property damage. Listed below are some examples of workplace violence, their definitions, and the City’s position:

- a. Physical Attacks – unwanted or hostile physical contact with another person, (i.e. beatings, stabbing, suicides, near suicides, shootings, rapes, etc.).
- b. Property Damage – damage to property, which includes property owned by the City.
- c. Deadly Weapons – Use or brandishing of firearms, such as handguns, rifles, shotguns, explosive devices. Other objects or tools such as knives and other cutting utensils, bows and arrows, bats, brass knuckles, mace, pepper spray, tear gas, or tools such as axes, screwdrivers, hammers, may be considered deadly weapons when used in a violent, threatening, aggressive or offensive manner.

Management Commitment: Violence in the workplace shall not be tolerated, and every effort shall be made to prevent violent incidents from occurring. This shall be accomplished by implementing a Workplace Violence Prevention Program/Policy that provides training and holds managers, supervisors, and employees accountable for their actions. All employees, and especially Department Director/Directors, managers, supervisors, law enforcement personnel, and employee organization representatives are obligated to act individually and collectively to prevent, defuse, or mitigate actual or threatened violent behavior at work. The City is committed to full cooperation with law enforcement agencies to support criminal prosecution of any employee within or outside this organization who commits violent or threatening acts against the City. A copy of the City’s policy on Workplace Violence Prevention will be distributed to all employees at

mandatory training seminars and, in the case of newly-hired employees, they will be given specific instructions during orientation.

Responsibilities: The Director of Human Resources and Risk Management is designated as the City's Critical Incident Coordinator. The Coordinator is responsible for the coordination of the response to acts or threats of violence under this policy. The Coordinator may assemble Department Directors, managers, supervisors and other employees as deemed appropriate to constitute a Critical Incident Response Team. The Team may include a representative from the Department of Human Resources, law enforcement agencies, Department Directors and others as selected by the Coordinator. The Coordinator is expected to assemble the Team, take action to manage the incident, and implement the City's Workplace Violence Prevention Policy. The Coordinator shall arrange the appropriate meetings, provide communication resources, reporting, record-keeping and training. As such, with all the above in place, the Team is enabled to assume its role in the response to violent incidents in the workplace efficiently and effectively.

Responsibilities of Critical Incident Coordinator: Receive reports of workplace violence incidents from Department Directors, managers, supervisors and employees. Immediately provide a briefing on the incident report to the City Manager. Make sure that records are maintained of the reported incident(s) of workplace violence. Make certain, insofar as possible, that employees do not experience retaliation for reporting incidents of workplace violence.

Advise employees who seek assistance regarding violent behavior and make appropriate referrals. Directly refer an employee who does not seek assistance. For example, employees may be referred to the Employee Assistance Program (EAP) or a medical professional.

Perform investigations and provide written recommendations to the City Manager, City Attorney, Department Directors, outside attorney(s), and other Management representatives.

Protect the confidentiality of workplace violence incidents as best as possible.

Responsibilities of Department Directors, Managers, and Supervisors: Have a professional responsibility to be held to a higher standard in setting positive examples to maintain a workplace free from violence or the threat of violence by their own behavior and demeanor at work.

Report workplace violence incidents immediately to one of the following: Department Director, Deputy or Assistant Department Director, manager, supervisor or any Department of Human Resources Management representative.

Document workplace violence incidents and report them to the appropriate staff.

Make certain, insofar as possible, that employees do not experience retaliation for reporting incidents of workplace violence.

Comply with all City and City Department procedures/guidelines relative to workplace violence prevention.

Training: The Department of Human Resources shall seek to provide training that will bring awareness and convey the ramifications of workplace violence acts, and communicate clearly the City's position on workplace violence prevention.

Assist with the developing, implementing, and delivering workplace violence prevention training for all City employees. Training on workplace violence will focus on avoiding and preventing workplace violence related incidents. The training shall be of sufficient length to address key areas as listed below.

- a. City policies and procedures regarding workplace violence
- b. Risk factors that cause or contribute to assaults
- c. Abusive language, behavior, body language
- d. Recognition of escalating behavior
- e. Recognition of warning signs/situations that may lead to assaults
- f. Multicultural diversity/sensitivity
- g. Dealing with hostile people
- h. Crisis Intervention techniques
- i. Coordination of appropriate assistance with affected parties, such as victims, employees, or law enforcement personnel
- j. Assessment of an employee's fitness for duty through medical professionals

Incident Reporting: Any employee who becomes aware of an incident of violent behavior, whether the incident is committed by another employee or an external individual such as a customer, vendor or citizen must report it to the Department Director/Director or appropriate Management representative.

In the cases of critical incidents in which serious threats or injury occurs with internal or external customers, call 911 immediately to obtain emergency responders such as Police and Fire Rescue personnel.

Protection from Retaliation: Employees who are aware of a workplace violence incident, threat of violence, or an incident that is about to take place, have an obligation to report that information to a supervisor, manager, or Department Director.

Any employee who acts in good faith in reporting threats or acts of violence under this policy will not be subjected to harassment or retaliation as a result of such a report. Any retaliation or harassment must be reported immediately to the Department

Director/Director and/or to the Director of Human Resources and Risk Management. An investigation will be conducted and completed in a prompt manner. Immediate action will be taken.

Ban on Deadly Weapons: To ensure that the City maintains a workplace safe and free of violence for all employees, the use of deadly weapons on City property is prohibited. Further, employees are prohibited from possessing such weapons on City property, except as authorized under Florida law. This policy applies to all City employees as well as visitors and customers on City property. Deadly weapons include, but are not limited to, firearms, explosives and knives. The term “possession” is defined to mean in lockers or toolboxes, in an employee’s personal possession, or anywhere else on City property, unless such possession is authorized under Florida law. City employees who carry a concealed firearm, or other weapon, for a lawful purpose within the interior of their private vehicle, must have the weapon securely encased or otherwise not readily accessible for immediate use. Employees have a responsibility to notify their immediate supervisor about their weapon. Employees who violate this policy will be subject to disciplinary action up to and including immediate dismissal.

The City can request the cooperation of an employee to conduct a search of personal property such as packages, briefcases, purses and similar containers as well as private vehicles parked on City property if there are reasonable grounds and a credible witness(es) who believe that an employee may be in violation of this policy. Employees who are unwilling to have personal property searched must immediately remove said property from City premises if ordered to do so. Refusal to comply with an order to remove personal property from City premises may result in disciplinary action.

City supervisory and managerial staff have a right to enter or search City property with or without prior notice. City property includes desks, lockers (even with privately owned locks), office equipment such as copiers, fax machines, computers, telephones, and E-mail. As a consequence, any area is subject to monitoring and/or search. Any misuse of City property in connection with an act or threat of violence may be used in support of disciplinary action or criminal prosecution even following a first offense.

Restraining Orders and Injunctions: Cases of City employees involved in personal disputes with internal or external individuals at times can escalate to the point where the issuance of injunctions, restraining orders, and other Court Orders are sought.

In order to maintain the safest possible work environment, employees should include their work locations upon the issuance of any restricting Court Order. Employees are encouraged to inform the Director of Human Resources and Risk Management as well as their supervisors immediately in these cases and provide a copy of the Order to the Department of Human Resources. Even in the case where an employee has not yet secured a Court Order, but has reason to fear for his/her personal safety, reporting of these concerns to the supervisor, manager, Department Director/Director, or the Director of Human Resources and Risk Management is of great importance.

Coping with Workplace Violence Incidents / Additional Guidelines: The best method to cope with workplace violence is to avoid situations where violence is likely to occur. That is, with the expectation that all employees will conduct themselves in a professional, courteous and respectful manner at all times.

Department Directors, managers, and supervisors faced with a potentially violent situation should not allow a verbal altercation to escalate into a more serious situation.

When confronted with a violent situation between two (2) employees, an attempt should be made to separate the two people unless the manager or supervisor feels that other individuals would be endangered by such action.

If a violent or volatile situation occurs, call "9-1-1" immediately and thereafter, contact the Critical Incident Coordinator and the Department Director involved.

Once the immediate situation is controlled, the Critical Incident Coordinator, in cooperation with the Department Director, law enforcement, and others as needed, will conduct an investigation into the incident. The investigation shall include interviews with all parties involved and any witnesses, as well as obtaining written statements. Employees who are involved in such an investigation are required to cooperate.

The Department Director or his/her designee may order that the parties leave the work site immediately, with or without paid leave, depending on the circumstances and pending completion of the investigation. The Department Director shall contact the Critical Incident Coordinator for guidance on the appropriate method for such immediate action.

Employees involved in a workplace violence situation are entitled to be represented by an authorized bargaining agent or counsel of their choosing during the interviews or meetings. The Critical Incident Coordinator will also provide Department Director with advice in cases where this policy has been violated and the employee is subject to possible disciplinary action.

Should an employee become the victim of an incident of workplace violence, the Critical Incident Coordinator or other authorized City Management representatives may offer the services of the EAP or other medical professionals to assist in coping with any effects of the incident.

In cases where employees violate this policy and it is determined in the investigation that the employee did, in fact, commit a violent act, he/she may be formally referred to the EAP or a medical professional by the Critical Incident Coordinator or other authorized City Management representatives. The purpose of the EAP or medical professional referral is to determine the employee's psychological fitness for duty to perform his/her City job responsibilities. A return to work evaluation and release will be required through a medical professional. Unless mitigating circumstances exist, failure by the employee to keep any appointment with the EAP or the medical professional could result in disciplinary action up to and including termination.

Post Incident Response: Post incident response involves taking care of injured and/or affected employees and providing treatment for victims and employees who may be traumatized by involvement or by witnessing a violent incident. Department Directors, managers and supervisors are responsible for ensuring that the injured employees receive prompt medical attention if needed. Counseling shall be made available to victimized employees through the EAP or medical professionals as is deemed appropriate.

8.10 CITY POLICY ON PROPERTY LOSS/DAMAGE

City employees who have use of, supervise the use of, or have control over City property are expected to exercise care and follow all operating instructions, safety standards and guidelines. This responsibility may be personal in nature insofar as employees are issued or assigned property for his/her use. Alternatively, this responsibility may be supervisory in nature in which the employee is responsible in establishing and enforcing certain measures to ensure proper preservation and use of all property.

Employees must notify their supervisor if any equipment, machines or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss(es), damage(s), defect(s), and the need for repairs could prevent deterioration of equipment and possible injury to employees or others.

When the supervisor is informed of the issue, a prompt investigation shall occur and an investigatory report promulgated. The report shall include a complete description of the missing or damaged property and the estimated extent of loss, the time and circumstances under which the loss was discovered, the name(s) of the person(s) who discovered the loss, the known or suspected cause or circumstances involving the loss, name(s) of witness(es) to the loss, name(s) of person(s) known or suspected to be involved in the loss, and any other relevant information concerning the loss.

The report shall be submitted to the Department of Human Resources. Upon receipt of the report, the Department of Human Resources shall recommend the fixing of or relief from personal liability for the loss.

Employees shall be disciplined or required to reimburse the City for lost or damaged city property if it is determined that the employee, without justification or mitigation, violated pertinent established rules or policies, the observance of which would have prevented the loss or damage. This would include improper, careless, negligent, destructive, unsafe or unauthorized use and/or operation of City property.

The City will notify the employee of its intent to either discipline or seek reimbursement. If any employee is held liable for reimbursement for loss or damage under this section, he/she will be held liable for the value of the property or the insured value of the package, whichever is least. Reimbursement schedules shall be reasonable and fair, based upon the circumstances of each situation.

8.11 USE OF CITY VEHICLES (INCLUDING TAKE-HOME VEHICLES)

Take-home vehicles must be used for official business only. Assignment and use of a take-home vehicle shall be considered a privilege and not an automatic fringe benefit or employment right. Availability and needs of the department take precedence when issuing take-home vehicles.

The Department Director shall have the authority to assign, deny, suspend or remove any employee from the take-home vehicle program. The City Manager reserves the management right to establish, change, modify, reduce, suspend, discontinue or eliminate the take-home car program or any portion thereof.

Employees shall obey all traffic laws while operating a City vehicle and are responsible for citations they receive if they violate the traffic laws of this State. Employees for whom driving is a job requirement must report all licensure loss issues, including suspensions, revocations and restrictions within 24 hours of such events.

8.12 FRINGE BENEFITS

In an effort to recruit the most qualified applicants and retain high performing employees, the City Manager, in his sole discretion, may offer certain fringe benefits specific to non-bargaining unit employees. The City may also offer fringe benefits to all employees. The aforementioned benefits may include, but are not limited to, City-provided electronic equipment, cell phone allowances, transportation allowances, eligibility for achievement awards and certification incentive increases, qualified retirement plans, educational assistance, employee discounts, gratis entry to City-operated facilities, life and disability insurance, lodging expenses, meals, purchase or reimbursement of safety equipment and clothing/shoes, dependent care assistance and other working condition benefits. The offer of such benefits shall be detailed in an offer letter, employment agreement, internal policy or in any other formal documentation.

8.13 DRESS CODE AND APPEARANCE

Employees are expected to report to work well groomed, clean, and dressed according to the requirements of the position. Some employees may be required to wear uniforms or safety equipment and clothing. Employees are encouraged to maintain their personal appearance consistent with these rules as well as any rules and policies which may be established for this purpose by individual City departments.

An employee shall consult the immediate supervisor regarding acceptable dress for the workplace.

An employee deemed to not wear acceptable attire may be asked or directed on their own time to change into appropriate attire. Violations may also be subject to progressive discipline in accordance with City policy and procedures.

If management determines that attire is out of place, the immediate supervisor may ask or direct an employee leave the workplace until the employee has appropriate attire. The time away from the workplace for this purpose may be unpaid.

8.14 CITY POLICY ON POLITICAL ACTIVITIES

Any employee who wants to run for City elected office must take a leave of absence without pay or resign. Employees may use accrued leave in lieu of taking a leave of absence without pay. The leave of absence or resignation must be effective by the formal candidate qualification date.

Employees participating in a political campaign may not wear a City uniform or apparel with a City logo. Use of City vehicles, equipment or other property while campaigning is strictly prohibited.

City employees shall not campaign, wear or display any campaign material while on duty, and not display campaign material on or from his/her vehicle while on City property or business. Bumper stickers on an employee's personal vehicle is permissible.

8.15 SMOKE FREE WORKPLACE POLICY

The City provides a smoke and tobacco free environment and, therefore prohibits smoking in all City owned or leased buildings, including offices, hallways, waiting rooms, restrooms, break rooms or in front of City owned buildings. There are designated areas where smoking is permitted on City property. The City does not provide "smoke breaks" so all employees who choose to smoke in the designated areas must do so in their regularly scheduled breaks or meal periods. Smoking, as referenced herein, is defined as the act of inhaling, exhaling, burning, carrying or possessing any lighted cigarette, electronic cigarette, cigar, pipe, smokeless pouch, any other form of loose-leaf smokeless tobacco, pipe tobacco, chewing tobacco, snuff or other smoke producing products or products intended to simulate smoking. Smoking is also prohibited in any vehicle owned, leased, or rented by the City or where prohibited by law. Employees will make every effort to minimize the act of smoking when they are actively engaged in dealing with the public.

8.16 WHISTLEBLOWER POLICY

The City encourages employees to report the following:

- Any violation, or suspected violation, of law committed by a City employee, volunteer, official, or organization with which the City is doing business if such violation creates a serious and specific danger to the public's health, safety, or welfare.
- any improper use of public office, waste of funds, or any other abuse or neglect of duty on the part of the City, any City employee or official or board member.

Examples of such activities include employees soliciting bribes in order to resolve code violations; falsifying City records to approve permits in exchange for payment; continually

failing to competitively procure a service, even though the service was available from multiple sources; spending City funds to rent space even though sufficient space owned by the city already exists; and failing to maintain adequate internal controls such that unauthorized and/or inappropriate financial transactions cannot be detected.

An employee with knowledge of such actions or activities must report such information to a supervisor, Department Director, Human Resources representative, Assistant City Manager, the City Manager or the City Attorney. Any of the aforementioned employees receiving such information shall forward it to the City Manager, his designee or any applicable authority within 24 hours. The City will provide the appropriate mechanisms to permit employees to confidentially and/or anonymously report such actions or activities.

A confidential investigation will thereafter be initiated on the authority of the City Manager in accordance with Section 112.3187, Florida Statutes. Retaliation against an employee who reports any violation, suspected violation, improper use of office, waste of funds or any abuse is prohibited. Nevertheless, disciplinary action may be taken against an employee who knowingly makes a false or malicious report.

The City will maintain accurate records of reported or suspected fraud and report evidence obtained by an investigation to the appropriate authorities.

To the extent allowable by law, in its ongoing efforts to protect the reputation of persons suspected but not determined to have committed fraud, the City's records shall conspicuously detail "unfounded" or "non-sustained" investigative findings and conclusions.

ARTICLE IX **DISCIPLINARY ACTION**

9.01 GENERAL PROVISIONS

It is the intent of the Personnel Rules and Regulations that effective supervision and employee relations will avoid most matters which necessitate disciplinary action. Department Directors, their authorized representatives and the City Manager shall be charged with the responsibility of enforcing and maintaining proper standards of discipline and personal conduct among their employees and are vested with discretionary authority to practice the methods of discipline that will provide the City and the employee the most effective working relationship.

As stated in Section 1.05, f. of these rules and regulations, internal departmental rules and regulations are incorporated by reference, and made a part of these rules of discipline as long as they do not conflict with these rules. In addition, other infractions mentioned in other sections of these rules are incorporated by reference.

In recognition of the fact that each instance and case differs in many respects from somewhat similar situations, the City retains the right to treat each occurrence on an individual basis and without creating a precedent for other cases which may arise in the future. The City retains the right to suspend any disciplinary action which it may take, during good behavior for a specified term, at its exclusive discretion. The following acts of conduct are not to be construed as all-inclusive and shall be expanded upon for other violations that conflict with the intent of these rules and regulations. In determining the method of discipline, consideration shall be given to the severity of the offense, the cost involved, the employee's record of discipline, the length and quality of service and other pertinent items of information.

9.02 TYPES OF DISCIPLINE

Department Directors and supervisors should use a progressive type of discipline depending on the severity of the offense that uses any or all of the following remedial measures:

- a. Verbally calling the attention of an employee to any unsatisfactory conduct of performance of duties.
- b. Personal reprimand of the employee either verbally or in writing. Employees may receive a copy of all disciplinary measures taken involving written communication.
- c. Suspension of an employee without pay subject to the review and approval of the City Manager.
- d. Demotion of an employee to a lower step in the same classification or to a position in a lower classification subject to the review and approval of the City Manager.

- e. Termination or discharge of employees' subject to the review and approval of the City Manager.

9.03 GROUND FOR DISCIPLINARY ACTION OR SEPARATION

The following acts or situations of employees shall be deemed sufficient cause for disciplinary action or separation from City service:

- a. Being charged with or convicted of a felony (with right of City to suspend employee without pay until charges have been tried in a court of law).
- b. Violations of safety rules and practices.
- c. Violations of any lawful and reasonable regulation or order, or failed to obey any lawful or reasonable direction made and given by a superior.
- d. Use of intoxicants or drugs while on duty or during meal or other breaks or being under their influence while on duty or while wearing a City-furnished uniform whether on or off duty; also, refusal to take any tests to determine their use.
- e. Contraction of some mental or physical ailment or defect which incapacitates him/her for usefulness in the present job.
- f. Concerted curtailment or restriction of production or interference with work in or about the City's property, including, but not limited to, instigating, leading or participating in any walkout, strike, sit-down, slowdown or refusal to return to work at the scheduled time for the scheduled shift.
- g. Being found guilty of acts which amount to insubordination or of a disgraceful conduct.
- h. Discourteous or offensive conduct or language toward the public, toward City officials or toward other employees.
- i. Misappropriation, misuse or unauthorized use of City time, equipment, tools, funds, machines, etc.
- j. Falsification or significant omissions of personal or City records verbally or in writing, including employment applications, accident records, work records, purchase orders, time sheets or any other report or record.
- k. Incompetence, inefficiency or repeated neglect of assigned duties.
- l. Incompetence, negligence, or inefficiency to such an extent that the employee's performance evaluations fall below a reasonable standard.
- m. Use or threatened use of political influence in securing promotion, leave of absence, transfer or change of class, pay, or character of work.

- n. Habitual tardiness or absence from duty, including abusing leave benefits.
- o. Unauthorized absence from duty.
- p. Violation of the State of Florida Ethics Law.
- q. That the employee is antagonistic in his/her attitude toward supervisory or fellow employees, criticizing orders or rules issued and policies adopted by his/her superiors or so conducts himself as to interfere with the proper coordination of the employees of the City to the detriment of efficient public service.
- r. Violation of internal departmental rules and regulations that have been posted or that the employee has received a copy of.
- s. Vending or soliciting or collecting contributions for any purpose whatsoever at any time on City premises unless authorized by the Department Director or City Manager.
- t. Making or publishing of false, vicious or malicious statements concerning any employee, supervisor, the City, or its operation.
- u. Suspension or revocation of valid driver's license required for job performance.
- v. Operating any City vehicle or equipment without a valid Florida driver's license and/or certification or with wrong endorsements required by law for that vehicle.
- w. Loss of certification/licensure required by the City or other governmental entity to perform the essential functions of the position for which the employee is assigned.
- x. Consistent misuse of City property or consistent neglect with respect to City property may be the basis for suspension or termination, pursuant to the Risk Manual.
- y. Quitting work, wasting time, loitering, or leaving assigned work area during working hours without permission.
- z. Taking more than the allotted time for meals or break periods.
- aa. Engaging in gambling, lottery, or any other game of chance at City work stations at any time.
- bb. Failing to report to a supervisor or department Director a request for information or receipt of a subpoena for a matter relating to City business.
- cc. Knowingly reporting for work with a serious communicable disease.

- dd. Discussing with members of the City Commission matters relating to an employee's employment status.
- ee. Disclosing protected health information of employees or individuals which violates privacy state or federal privacy laws.
- ff. Unauthorized use, possession or display of firearms, explosives or weapons on City property.
- gg. Theft of or removal without proper authorization of any City property or property of any employee or other person.
- hh. Unauthorized absence from work for a consecutive period of three (3) days or three (3) assigned shifts. (i.e., abandonment of position).
- ii. Unauthorized absence by Emergency Support personnel during a declared emergency.
- jj. Sleeping or hiding during duty hours.
- kk. Failure to work special hours or special shifts, after being scheduled according to overtime, callback or on-call duty policies.
- ll. Knowingly making false statements during an administrative investigation or hearing, and/or refusing to cooperate.
- mm. Failing to report a personal injury or accident in which the employee was involved while on the job.
- nn. Immoral, unlawful, or improper conduct, or indecency, either on or off-duty, which would tend to affect the employee's relationship to the job, fellow workers, reputation, or goodwill in the community.

9.04 PRE-DETERMINATION MEETING

- a. When a suspension without pay, demotion or termination of employment is being recommended to the City Manager, the employee will be offered a predetermination meeting before the City Manager so that the employee can provide additional information before the decision is made final.
- b. The employee may offer any evidence, oral or written statement, including third party statements, all of which will be taken into consideration when determining the level of discipline.
- c. A predetermination meeting shall be scheduled no earlier than 24 hours from the time the employee is notified of the charges.

- d. Employees may contest the discipline being contemplated, choose not to contest the discipline being contemplated or waive the ability to have a predetermination meeting.
- e. The employee will be paid pending the ultimate decision, except if any delay in scheduling the predetermination meeting is attributable to him/her. In the case of such delay, the employee will be placed on unpaid administrative leave though may use accrued annual leave.

9.05 FINAL DISCIPLINARY ACTION

- a. Non-bargaining employees have no right to grieve or appeal a disciplinary action after a predetermination meeting is held.
- b. Employees covered by a collective bargaining agreement may appeal a disciplinary action taken by the City through the grievance procedure outlined in the applicable collective bargaining agreement under the grievance procedure article.

ARTICLE X
ELECTRONIC SYSTEMS

10.01 USE OF CITY COMPUTER SYSTEMS

The City of Deerfield Beach's computer systems, internet, email, voicemail and City-issued cell phones are property of the City. It is the policy of the City of Deerfield Beach that use of its computer systems (including desktop and laptop computers, network and software, computer aided dispatch (CAD)), internet, email, voicemail and City-issued cell phones (including smart phones and personal digital assistants (PDA)) and iPads/tablet computers is limited solely to appropriate business use. Employees are not allowed to use the City's computer or voicemail systems or City-issued cell phones or iPads/tablet computers for their personal benefit or to store personal information on City computer systems.

Employees are strictly forbidden from installing software on any computer or other device connected to the City's network or computer systems without the express written permission of the CIO. Failure to obtain appropriate approval shall result in corrective action, up to and including termination from employment. The intentional introduction of a computer virus, Trojan horse, or other malicious code is strictly prohibited and will result in termination from employment.

This policy reaffirms that City employees have no reasonable expectation of privacy with respect to any computer hardware, software, electronic mail, text or instant message, voicemail or other computer or electronic means of communication or storage, whether or not employees have private access or an entry code into the computer or voicemail system, or City-issued cell phone or iPad/tablet computer. Information found on the aforementioned materials, irrespective of whether they directly relate to the City business, may nevertheless be subject to public disclosure. Employees have no right to privacy in any matter, whether personal or business-related, stored in, created, received or sent through the City's email, internet, computer or voicemail systems or City-issued cell phones and iPads/tablet computers. The City reserves the right to monitor the use of its voicemail and computer systems and City-issued cell phones and iPads/tablet computers, including but not limited to e-mail, internet use, website history, call and text message history and history of materials, data and files downloaded or uploaded. The City also reserves the right to retrieve and read any text or other message composed, sent, or received using the City's email or computer systems or City-issued cell phones and iPads/tablet computers. Monitoring and retrieval may occur at any time without prior notice.

Employees using the internet are prohibited from transmitting any material or using the internet in violation of any federal or state law. This includes but is not limited to copyright infringement, engaging in discrimination or harassment, or the communication of unlawful materials. The City's internet facilities and computing resources must not be used knowingly to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, city, province or other local jurisdiction. Use of any City resources, including, but not limited to, the computer systems, email, internet or City-

issued cell phones and iPads/tablet computers, for illegal activity is grounds for immediate termination from employment.

If an employee defeats or attempts to defeat security restrictions on the City's systems and applications, such actions will result in immediate termination from employment.

The City recognizes that brief and occasional personal use of e-mail and the internet is acceptable as long as it is: (1) not excessive or inappropriate, (2) is restricted to non-working time (i.e., during break time or meal periods), (3) does not violate any of the prohibitions listed in this Employee Manual, (4) not in support of a personal business venture, (5) has no video, graphic, picture, or massive attachments, (6) not a chain letter or transmission of unsolicited commercial mail ("spam"), (7) does not violate the law, and (8) does not interfere with the City's business operations or cause congestion, disruption, or impairment of the City's networks or systems. The City reserves the exclusive right to determine whether any personal email use is inappropriate, excessive and/or violates this policy.

Employees are expected to exercise professionalism in all business communications including those in electronic and voice format.

10.02 COMPUTER SYSTEM PROHIBITIONS

The City's Harassment-Free Workplace policy also applies to an employee's use of the City's computer system, internet, email, voicemail and City-issued cell phones and iPads/tablet computers. The City expressly prohibits the following:

- a. Discourteous communication to or about other persons, the City or other organizations.
- b. Sending, receiving, printing, or posting offensive or harassing statements or language including remarks of others based on their race, national origin, sex, sexual orientation, age, disability, religious or political beliefs.
- c. Sending or soliciting sexually oriented messages or images including accessing any adult (pornographic) websites.
- d. Issuing or forwarding chain mail and other frivolous messages.
- e. Accessing gambling or hate group websites.
- f. The circulating of jokes, comics or non-job-related computer graphics.
- g. Personal/private employee blogging or personal/private use of such social media websites including, but not limited to, Facebook, Twitter, You Tube, and LinkedIn.

- h. Soliciting donations, including charitable campaigns, except as specifically authorized or part of official City-sponsored events, i.e., blood drives, United Way, etc.
- i. Dissemination or printing of copyrighted materials, including articles and software, in violation of copyright laws.
- j. Sending, receiving, printing, posting, or otherwise disseminating proprietary data, City logos or other confidential information of the City of Deerfield Beach in violation of any policy or proprietary agreements.

Disciplinary action for violation of this policy may include, but is not limited to, termination, suspension, or transfer of the offending employee. In cases involving less serious violations, disciplinary action may consist of warning or reprimand. Remedial action may also include counseling, changes in work assignments, limiting of computing system access, limiting of cellular phone access or other measures designed to prevent future misconduct. The measure of discipline will correspond to the gravity of the offense as weighed by its potential effect on the City and fellow employees.

When utilizing e-mail, etiquette is important. The strategies for effective e-mail communication are as follows:

- a. whenever possible, avoid communicating through e-mail on a sensitive subject that should be addressed in person;
- b. communicate confidential information in another form other than e-mail.
- c. check for accuracy and use correct grammar, spelling and punctuation;
- d. read all messages and respond regularly;
- e. avoid the use of typing a message in all capital letters;
- f. be careful not to use the 'Reply All' function when not intended, for e.g., system-wide distribution;
- g. ensure that messages are deleted or saved; the server should not be used to permanently store messages.

10.03 INTERACTION WITH MEDIA

The only individuals who are authorized to speak on behalf of the City of Deerfield Beach are elected City officials, the City Manager, Department Directors and the Public Affairs and Marketing (PAM) office. Department directors and elected officials can refer to the City PAM office at any time. There are employees who are considered subject matter experts and who may assist the news media in developing their stories with the approval and notification of the PAM Office. This measure is to assure that complete and accurate information is included in news reports. Any staff who is contacted by a member of the

media should refer the individual to the PAM Office as soon as possible so that the City may respond to the media in a timely manner. The City endeavors to provide reliable information to the public and the media. Providing incorrect or incomplete information to the media has a negative impact on the public, as well as the credibility of the City.

The PAM office is the City's key media contact for answering questions and providing information. When a reporter directly contacts city staff, they should promptly notify the PAM office with the reporter's name, news affiliation and a brief description of the information requested and provided. This is important to assure a coordinated and complete response and to provide the media with accurate and consistent updates.

During emergency situations, including hurricanes and wildfire threats, this media policy is superseded by the City's Comprehensive Emergency Management Plan. The plan is available from Emergency Management. During emergency activation, news media access to the Emergency Operations Center is restricted.

Any social media internet website or any electronic page maintained by the City which permits, encourages, or links to e-mail capabilities, shall contain the following disclaimer:

“Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead contact this office by phone or in writing.” (Provides for an appropriate phone number and address).

The City shall retain, on a daily basis, each social media page and website page which is posted by the City. It is the intent that each days' social media and website page shall be preserved as a public record in compliance with the general records schedule GS1-SL for state and local government agencies.

10.04 PERSONAL USE OF SOCIAL MEDIA

The City does not in any way prohibit individuals that work for the City from creating, obtaining or using personal social network accounts. Nevertheless, an employee's entitlement to use social media is not without limits. Inappropriate online communication that includes discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and is prohibited.

Though employees may interact with other employees or individuals who work on behalf of the City, communication cannot be viewed as malicious, obscene, threatening, intimidating, harassing or bullying. Examples of such conduct might include communication meant to intentionally harm someone's reputation or conduct that could contribute to a hostile work environment on the basis of race, color, sex, religion, national origin, age, disability, genetic information, or any other status protected by law or City policy.

Furthermore, employees are prohibited from doing the following using personal social network accounts:

- a. Using City computers to access social media without prior written authorization from their supervisor;
- b. Using personal electronic devices to access social media during working hours without prior authorization from their supervisor;
- c. Engaging in political activity or private business interests during working hours;
- d. Suggesting either directly or indirectly that the City endorses a commercial product or service, unless approved by the City Manager;
- e. Displaying City logos, uniforms or any similar identifying symbols without prior written authorization from the City Manager;
- f. Posting, transmitting, discussing or otherwise disseminating information to which they acquired by virtue of their employment;
- g. Speaking on behalf of the City unless they have prior written authorization from the City Manager; and,
- h. Posting, transmitting, discussing or disseminating confidential or proprietary information.

Any employee who is aware of an online posting on a social media page by a City employee that violates any provisions of this policy shall notify his/her supervisor immediately.

An employee in the PAM office will serve as the lead staff person for official City social media platforms. The PAM will serve as the point of contact and administrator for creating accounts, posting information and responding to comments, ensuring compliance with the social media policy, and regularly updating the social media websites. PAM also oversees the homepage of the city's website and monitors the site's overall content. This office will work in conjunction with other city department designees who will assist with providing content to any/all social media sites and/or the city website.

Any request for use of City social media platforms by personnel shall be made through the PAM. The PAM, along with the City Manager, will review requests and assist the requester in selecting the appropriate platform and developing appropriate uses for social media.

The PAM reserves the right to edit or remove content if the social media site allows for comments to be posted by the public, and those comments contain profane language/content, discriminatory content, sexual content, business solicitation, trademark or copyright violations, political campaign information, illegal content, among other criteria. The City's social media pages are not intended to be public forum, but platforms to provide information directly related to the promotion of City events and the detailing of City services.

The City understands that employees may engage in social media and social networking during non-work time.

Employees are responsible for what they post online. Employees who engage in social networking on the Internet should be mindful that their postings, even if done off premises and while off-duty, could have an adverse effect on the City's legitimate business interests. For example, the information posted could be non-public information regarding an on-going law enforcement investigation, or information exempt from disclosure under Florida's public record law.

Employees are not permitted to use social media or social networking during working time or on any City-supplied computer, electronic resource or other device, unless specifically authorized by the City to do so as part of an employee's position. Employees are cautioned that they should have no expectation of privacy while using the internet. The City reserves the right to monitor comments or discussions about the City, its employees, residents, and elected officials posted on the internet by employees or anyone else.

The City encourages employees to resolve personal complaints about work by speaking directly with co-workers, supervisors, managers, Department Directors or the Department of Human Resources rather than by posting those complaints in a blog or a social networking site. If an employee, nonetheless, decides to post personal complaints or criticism concerning the City, its officers or employees, employees are prohibited from doing so in a way that is defamatory, obscene, slanderous or unlawful.

The City requests and strongly urges employees to report any violations or possible or perceived violations to supervisors, managers, or to the Director of Human Resources and Risk Management. The City investigates and responds to all reports of violations of the social networking policy and other related policies. Violation of the City's social networking policy will result in disciplinary action up to and including immediate termination. Discipline or termination will be determined based on the nature and factors of any blog or social networking post. Bloggers can be held personally liable for commentary that is considered defamatory, obscene, proprietary or libelous by any offended part, not just the City.

If an employee needs clarification on any aspect of this policy, he/she should contact the Department of Human Resources. Failure to comply with this policy may result in corrective action, up to and including immediate termination from employment.

NOTE: Nothing in this policy is intended to prohibit or discourage employees from engaging in speech as citizens on matters of public concern, or to prohibit or discourage employees from engaging in any protected activities under the Public Employee Relations Act (F.S. Chapter 447, Part II), including discussing their wages, benefits, hours or working conditions.

10.05 TELEPHONE CALLS AND CELL PHONE USAGE:

The City recognizes that cellular telephones can be very valuable in times of emergency and can enhance the operational effectiveness and efficiency of staff while away from the office. However, excessive use of cellular telephone devices during working hours can be distracting and interfere with employee productivity. As such, during working hours, employees are expected to limit personal calls as much as possible and instead make and take personal calls during non-working hours (e.g., during break and lunch periods), except in those exigent circumstances that demand immediate personal use. Employees are similarly expected to limit texting during working hours so that it does not become a distraction while performing their job duties. Department Directors or their designee are expected to monitor the activities of their employees to ensure that they are not distracted by telephone calls, texting or other activities associated with or accessible via cellular telephones, including the use of social media.

During working hours, employees should not utilize their cellular telephones to: access the Internet for non-work-related purposes; violate any of the City's Internet or email policies; visit or utilize social media; play games; watch movies or other televised programming; or engage in any activity prohibited by City policy, including, but not limited to gambling or accessing or distributing pornographic or discriminatory material.

Employees should be aware that the record of telephone calls made on their telephones may constitute public records if those calls concern official City business pursuant to the Florida Public Records Act, which defines public records as: "...documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law or ordinance in connection with the transaction of official business by any agency." If a public records request is submitted for an employee's phone records, the employee should assist the City in identifying calls that were made in connection with official City business so that those records may be produced in response to the request.

While operating a City vehicle and/or during the performance of City business (regardless of whether or not an employee is driving a City vehicle), employees are required to exercise caution since the use of cellular telephones while driving presents a potential safety hazard. Making or answering telephone calls with a hands-free headset, Bluetooth device, or voice activated features is strongly encouraged for those employees permitted to use a cell phone while driving. In order to promote safety and minimize liability, the following activities are prohibited while operating a City vehicle or any vehicle during the performance of City business:

- a. Sending or reading text messages, instant messages, PIN messages or the like;
- b. Sending or reading email messages;
- c. Accessing the Internet;
- d. Using or accessing any telephone applications or "Apps";

- e. Playing games;
- f. Taking pictures or making video recordings;
- g. Recording voice notes or messages;

The foregoing list is not meant to be exhaustive, but is a mere representation of popular cellular telephone functions which are prohibited by the City while employees are operating a City vehicle and/or during the performance of City business (regardless of whether or not the employee is driving a City vehicle).

Department Directors and managers are expected to serve as role models for their subordinates to ensure compliance with the provisions of this policy and should routinely remind employees of their obligation to comply with this policy.

ARTICLE XI

Drug-Free Workplace Program

11.01 OBJECTIVE

The City's Drug-Free Workplace Program and Policy is intended to comply with Florida Workers' Compensation Drug-Free Workplace Program, sections 440.101-44.102, Florida Statutes, and the rules adopted by the Agency for Health Care Administration.

The City will test, at its own expense, job applicants for illegal drug or alcohol use as outlined in this Policy. A positive drug test can lead to withdrawal of an offer of employment for job applicants. In addition, the City will test, at its own expense, any current employee for illegal drug or alcohol use if a reasonable suspicion exists that the employee is in violation of this Policy, post-accident or injury, pursuant to a fitness-for duty examination, and as a follow-up procedure to any drug or alcohol treatment program. The City may also conduct random drug testing as well as testing required by federal law for employees who operate commercial motor vehicles. All drug testing will conform to the requirements of this Policy and to applicable state and federal law.

11.02 DEFINITIONS:

Drug test or test: Any chemical, biological or physical instrument analysis administered for the purpose of determining the presence or absence of alcohol, a drug or its metabolites, or other illegal substances.

Illegal Drug: includes any drug (a) which is not legally obtainable under either federal law or applicable state law; (b) which may be legally obtainable but has not been legally obtained; (c) which is being used in a manner or for a purpose other than as prescribed.

Legal Drug: includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured. For purposes of this definition and the City's Drug-free Workplace Program, drugs that are legally obtained under state law but are illegal under federal law are not considered Legal Drugs.

Mandatory-testing position: a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, a job assignment that requires an employee security background check, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

11.03 EMPLOYEE TESTING (SITUATIONAL TESTING TYPES):

Reasonable Suspicion Testing: Employees will be required to submit to drug and/or alcohol testing at a laboratory chosen by the City if there is reasonable suspicion of

substance abuse. Circumstances that could be indicators of a substance abuse problem and considered reasonable suspicion are:

- a. Direct observation of alcohol or drug abuse during work hours or on City premises.
- b. Apparent physical symptoms of being under the influence of a drug or alcohol.
- c. Significant deterioration of work performance that is not attributable to other factors.
- d. Abnormal conduct or erratic behavior while at work.
- e. A report of drug use, provided by a reliable and credible source.
- f. Evidence that an individual has tampered with a drug test during his/her employment;
- g. Information that an employee has caused, contributed to, or been involved in an accident or injury while at work; or
- h. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working.

If, in the opinion of a supervisor, manager or Department Director, reasonable suspicion exists to believe that any employee may be abusing or under the influence of illegal drugs or alcohol, the supervisor, manager or Department Director must promptly notify the Department of Human Resources and submit in writing the circumstances leading to the conclusion that reasonable suspicion testing is justified. The Department of Human Resources, in conjunction with the applicable employee's management, will make the determination on whether to request the employee to submit to a drug test.

Upon request, a copy of any documentation concerning the basis for the reasonable suspicion testing will be provided to the employee. Documentation regarding the conclusion that reasonable suspicion testing is justified and any related conversations between management and the Department of Human Resources shall be kept confidential to the extent possible.

Employees must submit to drug testing under the following conditions:

Fitness for Duty: An employee may be required to submit to a drug test as part of routinely scheduled employee fitness-for-duty medical examination.

Post-Accident or Injury: All employees are subject to drug and/or alcohol testing after a work-related vehicular accident, after an accident or injury involving a City-owned vehicle, and after an accident or injury which causes injury to the employee or to any other person or damage to any property. The accident may involve a moving or non-moving vehicle.

Employees who are off duty and are involved in a vehicular accident or injury involving a City owned vehicle shall immediately submit to drug and/or alcohol screening.

If, because of the accident, an employee is unable to submit to drug testing immediately, the employee will authorize the release of any medical reports or documentation regarding the presence of illegal drugs or alcohol in the employee's body at the time of the accident to the Medical Review Officer. Refusal to agree to this release will result in termination of the employee.

Random Drug Testing: The City may conduct random drug testing of all employees occupying mandatory-testing and special-risk positions.

Follow-Up Drug Testing: As a condition of continued employment, all employees who were referred to the Employee Assistance Program or who enrolled in a drug or alcohol abuse program shall take follow-up drug and/or alcohol tests on a random, periodic basis for at least two (2) years after the referral or enrollment. This testing is only applicable to those employees who report their abuse prior to being asked to take a test. The City reserves the right to waive follow-up testing in the event an employee voluntarily submits to an Employee Assistance Program or drug or alcohol abuse program.

Failure to submit to the required drug test is grounds for discharge from employment.

11.04 DRUG AND ALCOHOL TESTING OF COMMERCIAL MOTOR VEHICLE DRIVERS

In addition to the policies and procedures set forth above, any City employees connected with the operation of commercial motor vehicles who are subject to drug and alcohol testing as required by the Omnibus Transportation Employee Testing Act of 1991, 49 U.S.C. App. §§ 2714-2717 (1993), and by all applicable procedures and regulations promulgated by the Department of Transportation and the Federal Highway Administration, as well as any additional policy adopted by the City pursuant to those federal laws and regulations. In cases where the requirements of both federal and state drug and alcohol laws and regulations and/or the City's Drug-Free Workplace Policy may be applicable, the requirements of federal drug and alcohol laws and regulations will control if a conflict arises between federal law and regulations and the requirements of state law or the City's Drug-Free Workplace Policy.

11.05 POSITIVE DRUG TEST RESULTS

Any employee or job applicant who receives a positive confirmed drug test result may contest or explain the results to the Medical Review Officer within five (5) working days after written notification of the positive test results. If an employee's or job applicant's explanation or challenge is unsatisfactory to the Medical Review Officer, the Medical Review Officer shall report a positive test result back to the City. The employee or job

applicant may contest the drug test pursuant to Florida law or to rules adopted by the Agency for Health Care Administration.

11.06 LOSS OF WORKERS' COMPENSATION BENEFITS

If an employee is injured in the scope of his/her employment and drug tests or other medical evidence indicates the presence of illegal drugs or alcohol in the employee's body at the time of the accident, the employee may be required to forfeit any medical or other benefits available under the Florida Workers' Compensation Statute (section 440.101 (2), Florida Statutes). This penalty is in addition to any other penalties that might apply either under this policy or under applicable law.

11.07 CONFIDENTIALITY STATEMENT

All information, interview, reports, statements, memoranda and drug-free test results through the City's drug testing program will not be made part of any personnel records and will be treated as confidential to the extent required by law, except as consented to by the employee or applicant, or if placed at issue by the employee in any legal, administrative or other proceeding to determine compensability of a workers' compensation claim.

11.08 USE OF PRESCRIPTION AND NON-PRESCRIPTION MEDICATIONS

All employees or applicants may consult with the testing laboratory or the Medical Review Officer for technical information regarding the effects of prescription and non-prescription medications on drug testing.

Each tested individual shall report, on a confidential basis to the Medical Review Officer, the use of prescription or non-prescription medications both before and after being tested.

A form will be provided to each individual to list such medications. This form should only be filled out at the collection facility, not at the City. Additionally, such medications may be disclosed orally to the Medical Review Officer after being tested, if contacted by the Medical Review Officer.

The individual must not disclose such medications or provide the form requesting such information to any City employee.

The City has provided at the end of this Policy a list of the most common medications by brand, common and, if applicable, chemical name, which may alter or affect a drug test.

An employee shall disclose to the Department of Human Resources any prescribed medication(s) that may impact their ability to safely perform the essential functions of their position.

11.09 CONSEQUENCES OF REFUSING A DRUG TEST OR TREATMENT

Refusal To Cooperate – Job Applicants: Any person receiving a conditional offer of employment who refuses to submit to drug and alcohol testing, or who provides a false sample, or alters, adulterates, taints, tampers, or otherwise interferes with drug testing collection, samples, or analysis is immediately disqualified from employment by the City.

Refusal To Cooperate – Employees: Any employee who refuses to submit to drug and alcohol testing when required will be terminated from employment. Any employee who provides a false sample, or alters, adulterates, taints, tampers, or otherwise interferes with drug testing collection, samples, or analysis, will be immediately terminated from employment.

Definition of Refusal to Submit to Testing: Any person or employee will be considered to have refused to submit to testing if the person or employee:

- a. Did not appear at the testing site, within a reasonable time, after being directed to do so.
- b. Did not provide a specimen or provided an inadequate specimen, as required by this policy, the on-site specimen collector or applicable state and/or federal regulations.
- c. Left the testing site before the completion of the test
- d. Refuse to cooperate with any part of the testing process.

Refusal To Accept Treatment Or Failure To Rehabilitate: Any employee who rejects a treatment program offered through the Employee Assistance Program, or who leaves a treatment program prior to being properly discharged by the program will be immediately terminated from employment with the City. This sanction applies regardless of whether the City referred the employee to the treatment program or Employee Assistance Program or whether the employee voluntarily sought treatment.

Participation in Employee Assistance or Rehabilitation Program: The City wishes to make every effort to rehabilitate its employees who may be experiencing drug or alcohol problems. To this end, the City will not retaliate in any manner against an employee who is referred to an Employee Assistance Program (EAP) or treatment program, or who voluntarily refers him or herself to the Employee Assistance Program or submits to treatment in a drug or alcohol abuse program. Use of the Employee Assistance Program is the employee's full financial responsibility.

11.10 DUTY TO NOTIFY LABORATORY OF LEGAL ACTION CONCERNING TEST RESULTS

It is each applicant's or employee's responsibility to notify the City and the Drug Testing laboratory of any administrative or civil action brought pursuant to section 440.101, Florida Statutes.

Employees and applicants should review any applicable collective bargaining agreements or contracts for additional information on their rights. Florida employees may have a right to appeal to Florida's Public Employees Relations Commission or applicable court for violations of Florida's Drug-Free Workplace Program.

11.11 DRUG TESTING INFORMATION

The City may test for one or more of the following drugs

Drugs

Trade or Common Names

ALCOHOL:

Liquor, Booze, Spirits

NARCOTICS:

Opium

Dover's Powder, Paregoric,
Parepectolin

Morphine

Morphine, Pectoral Syrup

Codeine

Tylenol with Codeine, Empirin

Compound with Codeine,

Robitussin A-C

Heroin

Diacetylmorphine, Horse, Smack

Dilaudid, 6-Acetylmorphine

Meperidine (Pethidine)

Demerol, Mepergan

Hydrocodone/Hydromorphone

Oxycodone/Oxymorphone

Methadone

Dolophine, Methadone, Methadose

Other Narcotics

Darvon, Fentanyl, LAAM,

Leritine, Lomotil, Numorphan, Percodan, Talwin,

Tussionex

DEPRESSANTS:

Barbiturates

Phenobarbital, Tuinal, Amytal,

Nembutal, Seconal, Lotusate

Benzodiazepines

Ativan, Azene, Clonopin,

Dalmane, Diazepam, Halcion,

Librium, Paxipam, Restoril,

Serax, Transene, Valium,

Verstran, Xanax

Chloral Hydrate

Noctec, Somnos

Glutethimide

Doriden

Methaqualone

Quaalude

Other Depressants

Equanil, Miltown, Noludar,

Placidyl, Valmid

STIMULANTS:

Cocaine

Coke, Flake, Snow, Crack

Amphetamines

Binehetamine, Desoxyn, Dexedrine

Methylphenidate	Ritalin
Phenmetrazine	Preludin
Other Stimulants	Adipex, Bacarate, Cylert Didrex, Lonamin, Plegine, Pre- Sate, Sanorex, Tenuate, Tepanil, Voranil

HALLUCINOGENS:

Amphetamine Variants	2, 5-DMA, PMA, STP, MDA, MDMA, TMA, DOM, DOB
LSD	Acid, Microdot
Mescaline and Peyote	Mese, Buttons, Cactus
Phencyclidine	PCP, Angel Dust, Hog
Phencyclidine Analogs	PCE, PCPy, TCP
Other Hallucinogens	Bufotenine, Ibogaine, DMT, DET, Psilocybin, Psilocyn

CANNABIS:

Hashish	Hash
Hashish Oil	Hash Oil
Marijuana	Pot, Acapulco Gold, Grass, Reefer, Sinsemilla, Thai Sticks
Tetrahydrocannabinol	THC
The metabolite of any of the substances listed above.	

There shall be two tests conducted by the City. If the first test is negative, there shall be no second test, unless the City has reason to believe there was some irregularity in the administration or analysis of the first test. The second (confirmatory) test shall be a gas chromatography/mass spectrometry (GC/MS test) or such other equivalent or more accurate scientifically accepted test, at the City's option. It shall be this second, confirmatory test, which shall be the determinant for the City as to whether the employee or applicant was under the influence of alcohol or drugs and which shall trigger disciplinary action against employees and a determination not to hire job applicants.

A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.

Specimen collection shall be documented and the documentation procedures shall include:

- a. Labeling specimen containers to preclude erroneous identification;
- b. A form for the employee or applicant to provide any information he/she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical

information. Such form shall provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed results; and

c. A consent form.

Specimen collection, storage, and transportation to the testing site shall be performed in a manner which will reasonably preclude specimen contamination or adulteration.

A specimen for a drug test may be taken by any person authorized to do so by Florida Statutes Chapter 440.102.

Specimens shall be sufficient for two drug tests as determined by the Department of Health and Rehabilitative Services.

Every specimen that produces a positive confirmed result shall be preserved by the licensed laboratory that conducts the confirmation test for a period of at least 210 days after the results of the positive confirmation test are mailed or otherwise delivered to the employer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or applicant shall have the responsibility to notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted to have a portion of the specimen retested, at the employee's or applicant's expense at another laboratory licensed and approved by the Department of Health and Rehabilitative Services, chosen by the employee or applicant, provided that the employee or applicant shall provide notice to the City of his/her desire to undertake such a test within five working days of receipt of the results of a positive confirmatory test or notice from the City that the applicant or employee's timely explanation was unsatisfactory whichever occurs later. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory which performed the test for the employer shall be responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.

Within five working days after receipt of a positive confirmatory test result from the testing laboratory, the City shall inform an employee or job applicant in writing of such positive test result, shall provide a copy of the test result and shall provide a statement of the consequences of such result and the options available to the employee or job applicant.

Within five working days after receiving notice of a positive confirmatory test result, the employee or job applicant may submit information in writing to the employer explaining or contesting the test results, and why the results do not constitute a violation of the employer's policy.

If the City deems the explanation or challenge to be unsatisfactory, it shall provide a written explanation as to why the employee's or job applicant's explanation is

unsatisfactory. Such documentation shall be kept confidential as provided by law and shall be retained for at least one year.

The City shall employ chain-of-custody procedures as established by the Department of Health and Rehabilitative Services.

An applicant whose second test confirms the original positive test result may, at the applicant's expense, have a third test (being a gas chromatography/mass spectrometry (GC/MS test) conducted on the original sample at a laboratory approved by the City.

The City shall pay the costs of the initial and the first confirmation test; the employee or job applicant shall pay for any test which he/she requests. Payment shall be made by the employee upon requesting the test.

Should an applicant or employee fail to request a third test, after a positive confirmatory test by the City, within five days after receiving the notice of positive results from the City or notice of the City's determination that the applicant or employee's timely explanation was unsatisfactory, whichever occurs later, the employee or applicant shall waive any claims to a position lost as a result of the positive confirmatory test. A job applicant shall, in no event, be entitled to a position applied for and filled during any review of positive tests or other challenge.

Upon detecting a false positive error, the City shall notify the laboratory and the Florida Department of Health and Rehabilitative Services of any such error.

The laboratory shall not disclose any information relative to the health or mental condition of the tested employee except as provided by law. The City shall not request or receive from the testing facility any information concerning the personal health, habit, or condition of the employee (other than the drug test results) including, but not limited to, the presence of HIV antibodies in an injured employee's body fluids.

11.12 OVER THE COUNTER AND PRESCRIPTION DRUGS WHICH COULD ALTER OR AFFECT THE OUTCOME OF A DRUG TEST

A list of some of the common medications by brand name or common name, and if applicable, chemical name, which may alter or affect a drug test, are listed below. Due to the large number of brand names and the marketing of new products, this list is not all-inclusive. Employees and job applicants should review this list prior to submitting to a drug test.

Alcohol: All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).

Amphetamines: Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex

Cannabinoids: Marinol (Dronabinol, THC)

Cocaine: Cocaine HCl topical solution (Roxanne)

Phencyclidine: Not legal by prescription

Methaqualone: Not legal by prescription

Opiates: Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), MS Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-Organidin, etc.

Barbiturates: Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.

Benzodiazepines: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.

Methadone: Dolophine, Methadose

Propoxyphene: Darvocet, Darvon N, Dolene, etc.

Brand Name

Generic Name

Anusol Suppos	Hemorrhoidal Inserts
Anusol Suppos HC	Hemorrhoidal Inserts HC
Aristocort Cr. Oint./Kenalog	Triamcinolone
Atarax	Hydroxyzine HCL
Bactrim/Septra	Trimethoprim, Sulfamethoxazole
Benadryl	Diphenhydramine
Betadine Oint./Efodine	Povidone Iodine Oint.
Betalin-S	Thiamine
Cardizem	Diltiazem
Calan/Isoptin	Verapamil
Colace	Docusate Sodium
Compazine	Prochlorperazine
Decadron/Hexadrol	Dexamethasone
Demerol	Meperidine
Diabeta/Micronase	Glyburide
Dramamine	Dimenhydrinate
Dulcolax	Bisacodyl
Ecotrinq	Enteric Coated Aspirin
Elavil/Endep	Amitriptyline
Erythrocine	Erythromycin Stearate
Esidrix/Hydrodiuril	Hydrochlorothiazide
Isoptin/Calan	Verapamil
Isordil	Isosorbide Dinitrate
Kayexalate	Polystyrenes Sulfonate Sodium
Kenalog cr/oint./Aristocort	Triamcinolone
K-lor	Potassium Chloride 20meg Powder
Larotid	Amoxicillin
Lasix	Furosemide
Lomotil	Diphenoxylate, Atropine
Micronase/Diabeta	Glyburide
Motrin/Rufen	Ibuprofen
M.S.	Morphine Sulfate
Mycolog/Mytrex	Nystatin, Neomycin, Gramicidin, Triamcinolone
Mycostatin/Nilstat	Nystatin

Nilstat/Mycostatin	Nystatin
Nipride	Nitroprusside
Noctec	Chloral Hydrate
Normodyne-Trandate	Labetalol Hydrochloride
Norpramine/Pertrofan	Desipramine
Parafon Forte	Chlorzoxazone, Acetaminophen
Pen VK/V-Cillin K	Penicillin VK
Peri-Colace	Docusate Sodium, Casanthranol
Persantine	Dipyridamole
Pertrofana/Norpramine	Desipramine
Phenergan	Promethazine
Pitocin	Oxytocin
Polycillin	Ampicillin
Procardia	Nifedipine
Pronestyl	Procainamide
Prostaphlin	Oxacillin
Proventil/Vantolin	Albuterol
Pyridium	Phenazopyridine
Robaxin	Methocarbamol
Robinul	Glycopyrrolate
Rufin/Motrin	Ibuprofen
Septra/Bactrim	Trimethoprim/Sulfamethoxazole
Solu-Medrol	Methylprednisolone
Soma	Carisoprodol
Sumycin	Tetracycline
Surfak	Docusate Calcium 240 mg.
Tambocor	Flecainide
Therogran	Therapeutic Multivitamin
Theragran-M	Therapeutic Multivitamin with Minerals
Theragran Hematinic	Therapeutic Hematinic Vitamin
Thorazine	Chlorpromazine
Tonocard	Tocainide Hydrochloride
Urscholinal/Duvold	Bethanechol
Valium	Diazepam
Vibramycin	Doxycycline
Vistaril Injection	Hydroxyzine HCl
Vistaril Capsules	Hydroxyzine Pamoate

11.13 REHABILITATION PROCEDURES FOR MANDATORY-TESTING AND SPECIAL-RISK POSITIONS

An employee in a mandatory-testing position who enters a voluntary substance abuse rehabilitation program shall be assigned to a position other than a mandatory-testing position, or if such a position is not available, shall be placed on a leave of absence while the employee is participating in the program. The employee shall be required to use his/her accrued paid leave time (vacation and sick time or compensatory time) during any approved leave.

The Employee Assistance Program can give information as to other local alcohol and drug rehabilitation programs. However, to be exempt from such disciplinary action the employee must seek counseling and rehabilitation and notify the City of such counseling prior to being asked to take a drug test.

An employee in a special-risk position shall be discharged for the first positive confirmed test result if the drug confirmed is an illicit drug under Section 893.03, Florida Statutes. A special-risk employee who is participating in a substance abuse program shall not be allowed to continue to work in a mandatory-testing or special-risk position, but (if available) may be assigned to a position other than a mandatory-testing position or placed on leave while the employee is participating in the program. The employee may be eligible for a leave of absence while participating in the program. The employee shall be required to use his/her accrued paid leave time (vacation and sick time or compensatory time) during any approved leave.

11.14 REPORT OF DRUG CONVICTIONS

Employees in positions which require driving a City vehicle or personal vehicle on City business shall notify the Director of Human Resources and Risk Management of any alcohol or drug related arrest (e.g., including but not limited to Driving While Under the Influence) on the next workday.

Employees are also required to notify the Director of Human Resources and Risk Management of the outcome of all criminal drug statute or alcohol related criminal charges no later than five days after any change in status, including the notification of a conviction, a plea of guilty, an adjudication of guilt, a plea of nolo contendere, an adjudication withheld, an acquittal or a dismissal of the charges. A failure to report a drug or alcohol conviction to the City within the applicable time periods will result in immediate termination of the employee, unless good cause exists for the employee's failure to report the conviction to the City.

The City shall take appropriate action with respect to an employee who is charged or convicted of a violation of a criminal drug statute or alcohol related offense, which action may include transfer to a non-safety sensitive or non-special risk position and/or corrective action, up to and including termination from employment.

11.15 EMPLOYEE RESPONSIBILITIES

An employee who voluntarily, or as a condition of continued employment, enters a drug or alcohol treatment and/or rehabilitation program must participate and complete recommended treatment. Any employee who enters a drug or alcohol treatment and/or rehabilitation program shall be responsible for payment for the treatment and/or program to the extent not covered by medical insurance provided by the City. If the employee fails to comply with the treatment and/or the program, the employee shall be terminated.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1129

Agenda Date: 4/19/2022

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 City's Emergency Pay Policy and Procedure applicable during declared emergencies; 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 Department of Human Resources hereby submits for approval the Emergency Pay Policy. This policy formalizes the current practice of how employees are paid during an emergency. Though the substantive terms and conditions of the policy have been incorporated in the 2021-2024 Collective Bargaining Agreements, which were approved by the Commission, federal guidance details that entities requesting federal reimbursement must have a comprehensive emergency pay policy in place.

Recommendation

Approval is recommended.

RESOLUTION NO. 2022/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING THE CITY'S
EMERGENCY PAY POLICY AND PROCEDURE APPLICABLE DURING
DECLARED EMERGENCIES; PROVIDING FOR IMPLEMENTATION
AND AN EFFECTIVE DATE**

WHEREAS, federal guidance provides that entities requesting federal reimbursement for emergency pay provided to City employees during declared emergencies must have a comprehensive emergency pay policy in place; and

WHEREAS, the City desires to formalize the City's procedures for the provision of emergency pay under certain conditions when an State of Emergency is declared within the City; and

WHEREAS, the Human Resources Department, in consultation with the City Attorney's Office, has prepared the Emergency Pay Policy and Procedure, attached as Exhibit "A" (the "Emergency Pay Policy"), which formalizes the City's current practice of how City employees are paid during declared states of emergency; and

WHEREAS, the Emergency Pay Policy applies to all regular full time and part time exempt and non-exempt employees; and

WHEREAS, the substantive terms and conditions of the Emergency Pay Policy have been incorporated into the 2021-2024 Collective Bargaining Agreements, which were previously approved by the City Commission; and

WHEREAS, under the Emergency Pay Policy, emergency pay will be applicable only when the following circumstances exist: an emergency is declared by the Mayor or City Manager (or their respective designees), the Emergency Operations Center is in Full Activation and City Hall is fully closed; and

WHEREAS, City staff recommends approval of the Emergency Pay Policy, attached as Exhibit "A".

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

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

Section 2. The City Commission hereby approves the Emergency Pay Policy, attached as Exhibit "A".

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, and implement the Emergency Pay Policy.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

EXHIBIT A



Emergency Pay Policy and Procedure		
Effective Date: 4/6/2022	Intended Audience: All Employees	Code: 8.25
Revision Date:	Department: Human Resources	Pages: 5

Policy: This Emergency Pay will be granted to eligible employees in accordance with this policy and procedure whenever an unforeseen or unanticipated event requiring prompt action is officially declared an emergency by the Mayor or City Manager (or their respective designees). This policy and procedure will be applicable only when the following circumstances exist: an emergency is declared by the Mayor or City Manager (or their respective designees), the Emergency Operations Center is in Full Activation and City Hall is fully closed. This policy applies to all regular full time and part time exempt and non-exempt employees.

Purpose: To establish procedures that will enable the City to continue operating in the event of a declared emergency or disaster situation. This policy is not intended to supplant citywide procedures relating to emergency operations, the City's Comprehensive Emergency Management Plan or wage provisions as outlined in applicable collective bargaining agreements. However, this policy will take precedence in the event of a declared emergency or disaster situation.

Definitions:

Emergency - Situations involving severe inclement weather (storms/hurricanes), catastrophes, power failures, acts of God or other events beyond the control of the City.

Emergency Compensatory Time - Time off from work earned by exempt employees for time worked outside their normal working hours in a workweek during a declared emergency. Emergency Compensatory time is earned at the rate of one hour for each hour worked.

Emergency Pay - Compensation paid at straight time to employees during a declared emergency, either for time actually worked or for time not worked.

Emergency Support Personnel - Any employee who provides a vital and necessary role in the operations of the City during a declared emergency, or who provides support and assistance in a particular area necessary to provide core support to the City's residents or employees of the City during a declared emergency.

Procedures:

Emergency Support Personal Procedures

- a. Emergency Support personnel shall be informed of their anticipated duties during a declared emergency. In all cases, the City will attempt to provide notice twenty-four hours in advance of the declaration of such emergency if possible.
- b. All Emergency Support personnel must be informed of the following:
 - i. That they are Emergency Support personnel.
 - ii. When and how they are to call in and report their status.
 - iii. What number they are to call to determine whether or not they have been directed to report to duty.
 - iv. Where they are to report once directed to report for duty
 - v. To whom they are to report.
 - vi. When they are to report for duty.
 - vii. Whom to call if they have questions.
- c. It is the responsibility of the individual City Manager or designee to determine and designate Emergency Support personnel.

Return to Work Procedures (Call in Requirement)

- a. The term "All Clear" refers to the City of Deerfield Beach Emergency Operations Center declaration that it is safe to leave a secure area. When the "All Clear" bulletin is issued, all City employees are required to call their Department Emergency Numbers to determine when they are required to report to work. These emergency numbers will be issued by each department before the emergency. The City's 24-hour Emergency Number is 954-480-4202, A recording which is updated frequently for residents will include information for employees. All City employees are required to follow any instructions provided first by the Department, or if unavailable, by the 24-hour number.
- b. Employees unable to return back to work due to circumstances beyond their control, (e.g., road closures, storm damage, outside of the City-limits due to evacuation) may be excused from returning to work. This should be communicated to the employee's emergency departmental contact or immediate supervisor, if possible.

Leave and Computation of Pay

Leave and Computation of Pay - Employees that work during a declared emergency must properly log all work hours on the form provided by the City. i.e. ICS214.

1) Full time (non-exempt) employees

- a) During a declared emergency, non-exempt regular full-time employees will be paid for their regular work shift, even if they did not work. If employees are released early from their shift, employees will receive pay for the time worked and the balance of the scheduled workday paid by Emergency Pay.
- b) Employees who work during the declared emergency on a scheduled workday will be paid overtime for the hours worked. In addition, such employees shall be credited with one (1) hour of Emergency Pay for each hour worked within their regularly scheduled workday.
- c) Employees who work during the declared emergency when it is not their scheduled workday will be paid overtime for the hours worked.
- d) Scheduled hours paid but not worked during the declared emergency will be included in the computation of overtime.
- e) Employees who are voluntarily confined for safety or non-job-related reasons on City premises and are not performing any assigned duties will not be paid for the time spent on the premises.

2) Part time (non-exempt) employees

- a) Employees who work during the declared emergency on a scheduled workday will be paid their regular hourly wages for time worked.
- b) Employees who work during the declared emergency when it is not their scheduled workday will be paid their regular hourly wages for the hours worked.
- c) Employees who are voluntarily confined for safety or non-job-related reasons on City grounds and are not performing any assigned duties will not be paid for the time spent on the premises.
- d) Part-time employees are generally not considered Emergency Support personnel unless such personnel perform a unique function not capable of being performed by a full-time employee.

During a declared emergency, non-exempt part-time employees will be paid for their regular scheduled work shift even if they did not work. If employees are released early from their shift, employees will receive pay for the time worked and the balance of the scheduled workday paid by Emergency Pay.

3) Full time (exempt) employees

- a) During the declared emergency, exempt employees will be paid for their regular work schedule, even if they did not work.
- b) Employees who work during the declared emergency on a scheduled workday will additionally earn hour for hour emergency compensatory time for time worked outside of their regular work schedule.
- c) Employees who work during the declared emergency when it is not their scheduled workday will earn Emergency Compensatory Time on an hour for hour basis for the hours actually worked.
- d) The provision of compensatory time is subject to a maximum annual cap of 80 hours.

Employees scheduled for pre-approved leave (i.e., annual leave, personal day, approved FMLA, and pre-approved sick leave) will not have their leave bank charged for these approved absences during the declared emergency. Emergency Support employees who call in sick during the declared emergency will be subject to appropriate action as outlined below.

Failure to Report to Work

- (a) Following a declared emergency, if an employee is unable to return to work for any reason, the situation will be assessed by the Department Director and the City Manager to determine that employee's status (e.g., on approved leave, absent-without-leave, etc.).
- (b) Employees are expected to report to work when assigned to do so by their supervisor. If an employee does not report as expected, and has not attempted to contact his/her supervisor with a valid reason for not reporting, he/she will be subject to disciplinary action.
- (c) Emergency Support personnel who do not report to work as directed will not be paid for the time they were directed to work by their supervisor, and may be subject to disciplinary action, up to and including termination, unless the employee can provide a plausible, valid explanation for not reporting to work as required. Supervisors will attempt to contact the employee(s) to determine their status and whether or not they can report to duty.
- (d) Supervisors of employees who do not report for work as directed should notify the Department Director as soon as reasonably possible for a determination of whether or not disciplinary action is warranted.
- (e) Regular, non-emergency personnel may not be required to report to work until after the City Manager, or his/her designee, has declared the emergency over.

Federal and State Reimbursement

- (a) All hours eligible for state or federal reimbursement (e.g., FEMA) will be coded according to accepted Finance standards.
- (b) Eligibility for reimbursement of labor costs from FEMA will be in accordance with FEMA's Public Assistance Program and Policy Guide (PAPPG).
- (c) The emergency pay provisions herein apply irrespective of whether a reimbursement request is granted.

Employee Acknowledgement of Receipt of Emergency Pay Policy and Procedures

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

Print name: _____

Signature: _____

Date: _____



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1195

Agenda Date: 4/19/2022

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Consideration to approve voting delegates to the 2022-2023 Board of Directors for Broward League of Cities.

Recommended Action

Motion on decision of Commission

Background/History

The Broward League of Cities sends an annual notice to the Office of the City Clerk regarding the selection of voting delegates to serve on the Board of Directors.

On April 6, 2021, Commissioner Drosky was appointed as the voting delegate; Vice Mayor Hudak was voted as the first alternate and Commissioner Parness was voted as the second alternate. The terms are based on the annual dinner; whereby, the appointed official will serve from May 2022 till May 2023.

Commissioner Drosky was unanimously elected as Secretary of the Broward League of Cities in February 2021, and served until May 2021, which is when he advanced to Second Vice President. In 2022, Commissioner Drosky will become First Vice President and in 2023, he will become President.

Current Activity

The League's request is to again appoint a voting delegate, first and second alternate. Upon Commission approval, the City Clerk will confirm the selection to the League. Additionally, the deadline for the appointment is April 30, 2022.



MEMORANDUM

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: March 28, 2022
Re: 2022-23 Board of Director Appointments

2021-2022 OFFICERS

President Beverly Williams
Commissioner, Lauderdale Lakes
1st Vice President Vice Bob Mayersohn
Commissioner, Parkland
2nd Vice Todd Drosky
Vice Mayor, Deerfield Beach
Treasurer Gary Resnick
Commissioner, Wilton Manors

DIRECTORS

Immediate Past President Traci Callari
Commissioner, Hollywood
Past President Greg Ross
Mayor, Cooper City
Past President Susan Starkey
Councilmember, Davie
Past President Joy Cooper
Mayor, Hallandale Beach
Past President Frank Ortis
Mayor, Pembroke Pines
Jim Allbritton
Councilmember, Southwest Ranches
Barbara Baldassarre
Commissioner, Hillsboro Beach
Marlon Bolton
Commissioner, Tamarac
Samson Borgelin
Commissioner, North Lauderdale
Leann Bruener
Councilmember, Sea Ranch Lakes
Peggy Brown
Mayor, Weston
Felicia Brunson
Mayor, West Park
Joy Carter
Commissioner, Coral Springs
Mark Douglas
Commissioner, Sunrise
Rhonda Eaton
Commissioner, Pompano Beach
Beam Furr
Commissioner, Broward County
Denise Grant
Vice Mayor, Lauderhill
Denise Horland
Councilmember, Plantation
Geoffrey Jacobs
Mayor, Pembroke Park
Sabrina Javellana
Commissioner, Hallandale Beach
Tamara James
Mayor, Dania Beach
Edmund Malkoon
Commissioner, Lauderdale-by-the-Sea
Wayne Messam
Mayor, Miramar
Heather Moraitis
Commissioner, Fort Lauderdale
Scott Newton
Mayor, Wilton Manors
Joshua Rydell
Commissioner, Coconut Creek
Arlene Schwartz
Mayor, Margate
Iris Siple
Commissioner, Pembroke Pines
Matthew Sparks
Commissioner, Oakland Park
Glenn Troast
Mayor, Lighthouse Point

Samuel S. Goren, Esquire
Goren Cherof Doody & Ezrol, PA
Legal Counsel

Mary Lou Tighe
Executive Director
Sely Cochran
Deputy Executive Director

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.
- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.
- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming commission meeting. See the attached attendance record for the last year. **The deadline for board appointments is April 30, 2022.** The term will begin on May 13, 2022, where members will be sworn in at the 65th Annual Gala at Margaritaville. All of the details for the gala can be found here: [65th Annual Gala | Broward League of Cites](#). The term will end in May of 2023.

Please forward the information below to scochrane@browardleague.org.

=====

Municipality: _____

Commissioner/Council Appointments: _____

Director: _____

Alternate: _____

Second Alternate: _____