

CITY OF DANIA BEACH CITY COMMISSION MEETING
JUNE 9, 2020 at 7:00 PM
VIRTUAL MEETING AND PUBLIC COMMENTS PROCEDURE

The City of Dania Beach City Commission will be conducting a “Virtual” City Commission meeting utilizing communications media technology (“CMT”), in accordance with Governor Ron DeSantis’ Executive Order No. 20-69, dated March 20, 2020, related to conducting local government public meetings while under the public health emergency related to the spread of Novel Coronavirus Disease 2019 (COVID-19). City Hall building is closed to the public.

Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions on how to attend and participate in virtual City Commission meetings. Public access to this virtual meeting can be accomplished as follows:

- Watch Meeting on the City’s YouTube Channel at www.daniabeachfl.gov/2654/Watch-DaniaTV
- Watch Meeting on Comcast Cable Channel 78
- Join the Meeting virtually or by telephone using RingCentral Meetings

Any member of the public wishing to comment publicly on any matter including on specific agenda items can do so by one of the following options:

Before 2:00 p.m. on the day of the meeting, comments can be submitted into the record by using the following link:

<https://daniabeach.seamlessdocs.com/f/PublicSpeakingFormCityCommission> *(all public comments submitted will be provided to the City Commission prior to the meeting and will be attached to the minutes of this meeting and become part of the official record)*

Participating in a public meeting using the video conference platform:

- Virtual attendance: download and install RingCentral Meetings and join using the meeting ID; to be recognized during public comment, click “Raise my hand” in the software
- Telephone attendee: dial meeting phone number and enter meeting ID; to be recognized during public comment, dial *9 to raise your hand

For more information about this City Commission meeting or submitting a public comment at the meeting, please contact:

Thomas Schneider, City Clerk
City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, FL 33004
954-924-6800 | tschneider@daniabeachfl.gov

NOTICE: This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-924-6800 ext. 3624, no later than two days prior to such proceeding. Anyone wishing to appeal any decision made by the Dania Beach City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed online at www.daniabeachfl.gov.

**Instructions for Participating and Viewing
City of Dania Beach Virtual City Commission Meeting
June 9, 2020 at 7:00 PM**

Through the City's Website:

Please click the link below:

www.daniabeachfl.gov/2654/Watch-DaniaTV

Through Comcast Channel 78:

If you are a Comcast/Xfinity customer, please go to Channel 78 to view the meeting.

Before 2:00 p.m. on the day of the meeting, submit Public Comments by clicking this link:

<https://daniabeach.seamlessdocs.com/f/PublicSpeakingFormCityCommission> *(all public comments submitted will be provided to the City Commission prior to the meeting and will be attached to the minutes of this meeting and become part of the official record).*

Options for Viewing and Participating in the Meeting Using RingCentral Meetings software

Visit <https://www.ringcentral.com/apps/rc-meetings> to download and install the software on your device

Use this meeting link to join as an attendee:

<https://meetings.ringcentral.com/j/1488453469>

Using your telephone – for higher quality, dial a number based on your current US location:

+1(720)9027700 (US Central)
+1(773)2319226 (US North)
+1(469)4450100 (US South)
+1(470)8692200 (US East)
+1(623)4049000 (US West)

Enter the meeting ID: 148 845 3469

To raise hand and be acknowledged to speak:

1. Users who call in can dial *9 to raise their hand
2. If using the meeting software, to raise hand click or tap "Participants", then choose the option to raise hand.
3. Once you have been selected to speak, you may be prompted to unmute your device or this will be done for you.

**AGENDA
DANIA BEACH CITY COMMISSION
VIRTUAL REGULAR MEETING
TUESDAY, JUNE 9, 2020 - 7:00 PM**

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE WITH REGARD TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

LOBBYIST REGISTRATION IS REQUIRED. PRIOR TO ENGAGING IN ANY LOBBYING ACTIVITIES, WHETHER OR NOT COMPENSATION IS PAID OR RECEIVED IN CONNECTION WITH THOSE ACTIVITIES, EACH LOBBYIST SHALL FILE WITH THE CITY CLERK AN ANNUAL REGISTRATION STATEMENT AND PAY AN ANNUAL TWO HUNDRED FIFTY DOLLARS (\$250.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019; AMENDED BY ORDINANCE #2019-019)

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK'S OFFICE, 100 W. DANIA BEACH BOULEVARD, DANIA BEACH, FL 33004, (954) 924-6800 EXTENSION 3624, AT LEAST 48 HOURS PRIOR TO THE MEETING.

**DECORUM POLICY FOR MEETINGS OF THE CITY COMMISSION
OF THE CITY OF DANIA BEACH, FLORIDA:**

INDIVIDUALS WHO WISH TO MAKE ANY "CITIZEN'S COMMENTS" UNDER THAT PORTION OF THE CITY COMMISSION AGENDA, OR WHO OTHERWISE WANT TO ADDRESS THE CITY COMMISSION, MUST FIRST BE REGISTERED WITH THE CITY CLERK (FORMS ARE AVAILABLE OUTSIDE OF THE CITY COMMISSION CHAMBERS AND MUST BE GIVEN TO THE CLERK BEFORE THE MEETING). OTHERS WHO WANT TO ADDRESS THE COMMISSION ON ANY MATTERS MUST FIRST BE RECOGNIZED BY THE MAYOR. ALL SUCH PERSONS MUST USE THE PODIUM IN THE COMMISSION CHAMBER. NO MORE THAN ONE PERSON AT A TIME MAY ADDRESS THE COMMISSION FROM THE PODIUM. COMMENTS ARE ONLY TO BE MADE TO THE CITY COMMISSION AND ARE NOT TO BE DIRECTED TO THE AUDIENCE OR CITY STAFF.

NO INDIVIDUAL SHALL MAKE ANY SLANDEROUS OR UNDULY REPETITIVE REMARKS, OR ENGAGE IN ANY OTHER FORM OF BEHAVIOR THAT DISRUPTS OR IMPEDES THE ORDERLY CONDUCT OF THE MEETING, AS DETERMINED BY THE MAYOR. NO INDIVIDUAL MAY SPEAK DIRECTLY TO OR ADDRESS THE MAYOR, CITY COMMISSIONER OR CITY STAFF: COMMENTS ARE TO BE ONLY DIRECTED TO THE COMMISSION AS A WHOLE. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OF OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE PERMITTED IN THE COMMISSION CHAMBER.

IF ANY PERSON'S CONDUCT AS DETERMINED BY THE MAYOR IS FOUND TO BE DISRUPTIVE OR INTERFERES WITH THE ORDERLY CONDUCT OF THE MEETING, THE PERSON MAY BE ASKED BY THE MAYOR TO LEAVE THE COMMISSION CHAMBERS; IF THE PERSON DOES NOT LEAVE AND THE CONDUCT PERSISTS, THE CITY POLICE DEPARTMENT WILL BE REQUESTED TO ESCORT THE INDIVIDUAL FROM THE CITY COMMISSION CHAMBERS.

ALL CELLULAR TELEPHONES ARE TO BE SILENCED DURING THE MEETING. ALL PERSONS EXITING THE COMMISSION CHAMBER SHALL DO SO QUIETLY. (RESOLUTION #2020-032)

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

1. Presentation by Sheriff Gregory Tony on community relations efforts (requested by Mayor Lewellen)
2. Presentation by Dania Beach Clergy Alliance (requested by Mayor Lewellen)
3. Presentation by Andy Diaz, founder of Creative Emotional Intelligence Project

4. Special Event request from Kim Butler, Director of Marketing for Dania Pointe, to host a "Salute to Seniors" event to honor local graduating high school seniors from the class of 2020, to be held at Dania Pointe on June 20, 2020 from 10:00 a.m. - 1:00 p.m. The applicant is requesting Special Event fee waiver of \$150.00 for the event. (*Community Development*)

4. PROCLAMATIONS

5. CITIZEN COMMENTS

Addressing the Commission: Comments by Dania Beach citizens, or other interested parties that are not part of the regular agenda, may be made during each Commission meeting during the period set aside for "citizen comments." A thirty (30) minute "citizen comments" period shall be designated on the agenda for citizens and interested persons to speak on matters not scheduled on that day's agenda. Each speaker shall be limited to 3 minutes for his or her comments. Persons desiring to speak during the citizen comment period shall inform the City Clerk prior to the beginning of the meeting of their intention to speak. If more than 10 speakers express a desire to speak, the Commission shall determine, on a meeting by meeting basis, whether to (a) extend the time allotted for citizen comments to accommodate all speakers, or (b) whether to limit the number of speakers or amount of time per speaker. A speaker's time shall not be transferable to another speaker.

6. PUBLIC SAFETY REPORTS

7. CONSENT AGENDA

1. Minutes:

Approve Minutes of May 26, 2020 Virtual City Commission Meeting

2. Travel Requests: None
3. RESOLUTION NO. 2020-050

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, GRANTING AN EASEMENT OVER A CITY SWALE TO BENEFIT EMERALD PALMS VENTURE LP, A FLORIDA LIABILITY COMPANY (THE "GRANTEE") AS ILLUSTRATED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Public Services*)

4. RESOLUTION NO. 2020-051

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FROM VARIOUS CITY DEPARTMENTS FOR TEMPORARY EMPLOYMENT SERVICES TO BE OBTAINED FROM VARIOUS EMPLOYMENT VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT #19-D-112F, DURING THE LENGTH OF THE CONTRACT, FROM DATE OF COMMISSION APPROVAL THROUGH JANUARY 14, 2022 (WITH ONE TWO-YEAR RENEWAL OPTION), WHICH MAY EXCEED VENDOR TOTALS OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00);

AUTHORIZING THAT ALL PURCHASES ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED DEPARTMENTAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Human Resources*)

5. RESOLUTION NO. 2020-052

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE CITY MANAGER'S OFFICE FOR SERVICES TO BE PURCHASED FROM THE NEWS DIRECTORS, INC. FOR PROFESSIONAL CRISIS MANAGEMENT, COMMUNICATION AND VIDEO PRODUCTION SERVICES FOR FISCAL YEAR 2019-2020 (ENDING SEPTEMBER 30, 2020), THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*City Manager*)

6. RESOLUTION NO. 2020-053

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, DENOUNCING ANTI-SEMITISM, ANTI-ASIAN BIGOTRY, AND ALL HATEFUL SPEECH, VIOLENT ACTION AND THE SPREAD OF MISINFORMATION RELATED TO COVID-19 THAT CASTS BLAME, PROMOTES RACISM AND DISCRIMINATION OR HARMS THE CITY'S CITIZENS OF ASIAN, PACIFIC ISLANDER, JEWISH, IMMIGRANT AND OTHER DESCENTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Mayor Lewellen*)

7. RESOLUTION NO. 2020-054

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SUPPORTING AND STANDING IN SOLIDARITY WITH THOSE CITIZENS OF THE UNITED STATES CURRENTLY PROTESTING THE POLICE-INVOLVED DEATH OF AN AFRICAN-AMERICAN MAN, GEORGE FLOYD, IN MINNEAPOLIS, MINNESOTA; AUTHORIZING THE CITY CLERK TO TRANSMIT THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Vice-Mayor Odman*)

8. RESOLUTION NO. 2020-055

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO RETROACTIVELY EXECUTE A FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF POMPANO BEACH FOR THE 2018 AWARD FROM THE DEPARTMENT OF JUSTICE EDWARD BYRNE

MEMORIAL JUSTICE ASSISTANCE FORMULA GRANT; AUTHORIZING THE EXECUTION OF SUBRECIPIENT AGREEMENT TO PROPORTIONATELY DISTRIBUTE THE GRANT FUNDING AMONGST GRANT RECIPIENTS; AND AUTHORIZING THE SUBMITTAL BY THE CITY FOR THE SAME GRANT FOR FISCAL YEAR 2019; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(BSO)*

9. RESOLUTION NO. 2020-056

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR CYCLE 1 BROWARD COUNTY TRANSPORTATION SURTAX REHABILITATION AND MAINTENANCE FUNDS TO PROVIDE FOR STREET REHABILITATION FOR SW 2ND TERRACE, SOUTHWEST 27TH TERRACE AND SOUTHWEST 27TH AVENUE, WITHIN THE DANIA BEACH MUNICIPAL BOUNDARIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

8. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2020-057

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RATIFYING INVITATION TO BID (“ITB”) NO. 20-001, ENTITLED, “POOL HEATERS FOR P.J. MELI AQUATIC COMPLEX”; AUTHORIZING THE AWARD OF THE BID TO LESLIE’S POOLMART, INC. FOR AN AMOUNT NOT TO EXCEED FORTY-THREE THOUSAND FOUR HUNDRED EIGHTY FIVE DOLLARS AND NINETY CENTS (\$43,485.90); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

9. PUBLIC HEARINGS

1. ORDINANCE 2020-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE APPROVED BY THE CITY COMMISSION, TO FUND THE SOUTHEAST 2ND AVENUE WATER MAIN PIPE REPLACEMENT PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.
(SECOND READING) *(Public Services)*

10. DISCUSSION AND POSSIBLE ACTION

1. City Manager's one-year review (*continued from May 26, 2020*)
2. City Center Project - Commissioner James

11. COMMISSION COMMENTS

1. Commissioner Brandimarte
2. Commissioner Harris
3. Commissioner James
4. Vice-Mayor Odman
5. Mayor Lewellen

12. APPOINTMENTS

1. Complete Count Advisory Committee
Vice-Mayor Odman - 1 appointment
Commissioner Brandimarte - 2 appointments
Commissioner Harris - 1 appointment
2. Creative Arts Council Advisory Board
Commissioner Harris - 1 appointment
3. General Employees Pension Board
1 Commission Appointment for a term beginning June 22, 2020 and ending June 22, 2022
4. Green Advisory Board
Vice-Mayor Odman - 1 appointment
5. Police and Fire Pension Board
1 Commission Appointment to fill Scott Clark's unexpired term ending March 2023

13. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders

Tuesday, June 23, 2020 - 7:00 p.m.
Tuesday, July 28, 2020 - 7:00 p.m.

City Commission Meeting
City Commission Meeting

14. ADJOURNMENT

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)

Special Event request from Kim Butler, Director of Marketing for Dania Pointe, to host a "Salute to Seniors" event to honor local graduating high school seniors from the class of 2020, to be held at Dania Pointe on June 20, 2020 from 10:00 a.m. - 1:00 p.m. The applicant is requesting Special Event fee waiver of \$150.00 for the event.

Purchasing Requests ONLY

Dept:

Acct #:

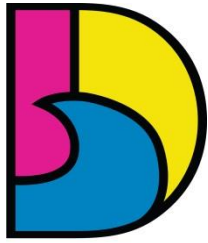
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

special event memo - Salute to seniors.pdf - Adobe Acrobat Pro, comments- Salute to seniors, Notarized Special Event Application, Salute to Seniors summary, senior -site plan and route



DANIA BEACH
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CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: June 9th, 2020

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, City Manager, ICMA-CM

VIA: Candido Sosa- Cruz, Assistant City Manager

Candido
Sosa-Cruz

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of
Dania Beach, ou=City Manager,
email=csosacruz@daniabeachfl.gov,
c=US
Date: 2020.06.03 10:22:46 -04'00'

BY: Eleanor Norena, CFM, Community Development Director

Eleanor
Norena

Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=City of
Dania Beach, ou=Community Development
Director, email=enorena@daniabeachfl.gov, c=US
Date: 2020.06.03 10:52:49 -04'00'

RE: Special Events Application Request for “Salute to Seniors” at Dania Pointe,
scheduled for Saturday, June 20th, 2020 from 10am- 1:00 pm.

Request

A Special Event approval is requested by Kim Butler, Director of Marketing for Dania Pointe to host “Salute to Seniors” on Saturday, June 20th, 2020 from 10:00 a.m.- 1:00 p.m. The requested event will be held at 81 SW 18th Ave, Dania Beach FL.

Background

This event is to honor local graduating high school seniors from the class of 2020 by hosting a drive-thru parade at the Dania Pointe shopping plaza. Attached are the comments from each department, the applicant will pay for any necessary permits, inspections and enforcement services.

Budgetary Impact

The applicant is requesting the City Commission waive the \$150. application fee for this event.

Recommendation

It is recommended that the City Commission approve the special events application request and staff's conditions noted in the attached.

Special Event Staff Comments /Conditions of Approval

<u>Staff</u>	<u>Comments/ Conditions</u>	
BSO Fire Prevention	No Comments	
Building Department	Building Permits not required, no issues	
City Attorney -	No comments	
Code Enforcement –	No comments	
Planning & Zoning. –	No Comments	
Hr/ Risk Mgmt-	No comments	
Parks & recreation-	No comments	
Public Services	No Comments	
BSO Police Dept.	BSO detail deputy is required on the property to assist with the event. If an additional deputy is needed road patrol can assist.	



City of Dania Beach
Parks and Recreation Department
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6800
(954) 924-6813 FAX

SPECIAL EVENTS REQUEST

Application on Public or Private Property

To Whom It May Concern:

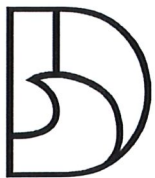
Please be advised that starting May 1, 2006 this application and all its requirements are to be completed and complied with by anyone wishing to utilize public or private property in the City of Dania Beach for a special event **regardless of whether or not the event has been held in the past.** This application process has been designed to ensure the safety and protection of all involved, to include the City of Dania Beach, the host of the event, and all attendees. Please complete the enclosed application, provide all requested attachments and submit it to the City of Dania Beach, Parks & Recreation Offices, Attention: Martha Riguero. **Incomplete applications will be returned.**

The completed application, including all attachments, must be received **AND ALL REQUIREMENTS SET FORTH BY THE CITY OF DANIA BEACH MUST BE MET 60 days prior** to scheduling any special event, including payment of all appropriate fees (see attached). This timeframe is required to ensure proper placement on the City Commission agenda for approval in time for the event. **Failure to comply with the required 60 day timeframe and payment requirements will result in denial of your application.**

Section 33-44 of the City of Dania Beach requires outdoor shows and special events to be reviewed and approved by the City Commissioners [as an agenda item on the next available meeting at 7:00 p.m. Please plan to attend.]

The operation of any type of traveling circus, carnival, outdoor show and like amusements of a transient nature in the city shall be governed by the following provisions:

- (1) Traveling circuses, carnivals, outdoor shows, amusement parks, devices and exhibitions, and all such operations, avocations or businesses operating under tents or in temporary buildings or structures shall not be permitted in the city except upon approval of the chief of police and city commission.
- (2) Nothing herein contained is intended to apply to local shows or amusements held in theaters, auditoriums or permanent buildings in the city. Further, nothing herein contained is intended to apply to any amusement park established in the city on a permanent basis prior to the effective date of this chapter and located in an AP district. Specifically, without limitation on the foregoing, this section shall apply to traveling shows, carnivals, fairs, exhibitions and the like which are transient in nature and which operate only for temporary periods.



DANIA BEACH
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City of Dania Beach

100 West Dania Beach Blvd., Dania Beach, FL 33004

SPECIAL EVENTS APPLICATION – EVENTS ON PRIVATE / PUBLIC PROPERTY

Please PRINT or TYPE

NOTE: ALL APPLICATIONS MUST BE COMPLETED AND SUBMITTED TO THE CITY FOR APPROVAL 60 DAYS PRIOR TO THE EVENT INCLUDING PAYMENT OF ALL APPLICATION FEES (SEE ATTACHED).

Event Name, Date, and Time:

Salute to Seniors , June 20th 10am-1pm

*Brief Description of the Event:

This will be a "drive by" parade from a gathering area at Dania Pointe, processing to a montage of graduating high school seniors at Dania Pointe

Address/Location of Event: Dania Pointe. Start: parking lot at YouFit End : NE corner of Pointe Dr and Pointe Blvd.

Event Coordinator: Kim Butler

Telephone #1: 954-809-5389

E-mail Address: kbutler@kimcorealty.com

Telephone #2: 609-437-7473

Fax:

Additional Contact Person for the Event: Emily Wise

Telephone #1: 954-681-2720

E-mail Address: ewise@kimcorealty.com

Telephone #2:

Fax:

Organization or Sponsor of Event: Dania Pointe

Address: 81 SW 18th Avenue

City, State, Zip Code: Dania Beach, FL 33004

Telephone: 954-956-2105

Fax:

Cell:

Is this a Non-Profit Organization? ☐ Yes ☒ No

Tax ID #:

Corporation Name (As it appears in the Articles of Incorporation):

Dania Live 1748, LLC and Dania Live 1748 II, LLC

Date of Incorporation: State of Incorporation:

Federal ID #:

Authorizing Official for the Organization: Kim Butler as Agent for Dania Pointe/Kimco Realty

Telephone #1:

E-mail Address:

Telephone #2:

Authorizing Official for the Organization:

Telephone #1: _____ E-mail Address: _____

Telephone #2: _____

*Property Owner: Kimco Realty

***Please Note – A letter of Consent is required from the property owner for the approval of this application.**

Is the letter attached? ☒ Yes ☐ No

Will any portion of this event take place on Public or City Property? ☐ Yes ☒ No

Will there be a charge for admission? ☐ Yes ☒ No If yes, how much? _____

Has this event been held in the past? ☐ Yes ☒ No

If so, Indicate the city location of last event: _____

Is the event to take place: ☐ Indoors ☒ Outdoors ☐ Both

Number of Expected Daily Attendants: up to 100 (BSO or Fire Details may be required - refer to page 6)

Please indicate the duration of the event:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
Saturday	June 20	10am	1pm	3

Anticipated Date and Time to Begin Set-Up: 9am 6/20

Anticipated Date and Time for Completion of Break-Down: 2pm 6/20

*Do you have a site plan for the event to be submitted with this application? ☒ Yes ☐ No

***Please Note** – A site plan indicating the following conditions must accompany the application or the application will be rejected, resulting in a significant time delay. The fire department must have easy access to the special event area. The site plan must include the following: entrances and exits, emergency vehicle access routes, parking, general vehicular drive paths, fire hydrant locations, fire department connections, street closure requests, fenced areas, grandstand, bleacher or other seating locations, tent and stage locations, cooking areas, and locations of any pyrotechnical material, fireworks, etc. In addition, the site plan must include the location of any rides (animal or mechanical), petting zoos, exhibits, DJ's, bands, performers, sanitary facilities, recreation vehicles for overnight housing, etc.

Is there a request for any road closures? ☐ Yes ☒ No

Please identify the street name(s) and/or locations for closure requests: _____
traffic monitoring along parade route to be handled by on site security

Please Note – These streets must also be identified on the site plan.

*Are you requesting to fence the event area? ☐ Yes ☒ No

Please Note – You must identify any fencing area on the site plan.

*Will Canopies (tent structure with no sides) be used for this event? ☒ Yes ☐ No

Please Note – All tent structures with canopies in excess of 400 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All canopies must be flame retardant. A certificate of flame retardancy and a sample of the canopy fabric for field testing must be submitted for product approval with this application. This information can be obtained from the canopy manufacturer or the canopy rental company. Please apply for the permit at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

*Will Tents (With Sides) be used for this event? ☐ Yes ☒ No

Please Note – All tents in excess of 200 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All tents must be flame retardant. A certificate of flame retardancy and a sample of the tent fabric for field testing must be submitted for product approval with this application. This information can be obtained from the tent manufacturer or the tent rental company. If the tents have sides, they are treated as buildings. They must have two separate exits remotely located from each other with electrically illuminated exit signs that have a battery back-up. In addition, they must have emergency egress lighting and fire extinguishers. Provide a life safety plan for these tents indicating the location of all Exits, Exit Signs, Emergency Lighting, Aisle Spacing, Fire Extinguisher locations, etc. Permits must be obtained for all tents and electrical work. Please apply for all permits at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

*Will electricity be required for this event?

(for lighting, sound, cooking, other power needs, etc.) ☐ Yes ☒ No

*How will this electricity be supplied? ☒ On-Site ☐ Generator ☐ Combination of Both

Please Note – The use of generators, temporary wiring, temporary electrical connections, etc. require permits and inspections. Please apply for the permit(s) prior to setting up at the Building Department located at 100 W. Dania Beach Blvd. Events requiring electricity are the responsibility of the applicant and must have a master electrician on site. Please allow 8-10 working days for permit approvals. Any generator less than 5KW does not require a permit.

Will there be live entertainment at this event? ☒ Yes ☐ No

Please indicate the type (Band, DJ, Live Performers, etc.): 10 pc marching band and DJ

Please specify the hours of entertainment:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
Saturday	6/20	10:30am	1pm	2.5 HOURS

*Will a stage(s) be used in this event? ☐ Yes ☒ No

*Please note Fire Extinguisher Requirement in the next question.

*Do you have adequate fire extinguishers for this event? ☒ Yes ☐ No

Please Note – Fire extinguishers must be supplied for each tent, canopy, cooking appliance and stage. They must be accessible from anywhere in the tent or on the stage without having to travel any further than 75 feet for access. Extinguishers must be easily accessible and not obscured from view. Fire extinguishers must be commercial "ABC Multi-Purpose" (minimum 5lbs.) fire extinguishers that are currently certified and tagged by a licensed company. You

need to demonstrate that this requirement will be met by making a note on the site plan indicating compliance with all of the above requirements or providing a letter to the City fire prevention bureau to that effect.

*Will there be concessions or sales of food at this event? ☐ Yes ☒ No

Please specify: _____

****Please Note STATE HEALTH INSPECTIONS FOR FOOD: Pursuant to Florida law (Chapter 509, Florida Statutes) event sponsors are required to contact the State Health Inspector no less than 3 days prior to the event. Advance notification of 7 to 10 days is advisable. Please send a fax with your event plans and contact information to Fax Number (954) 956-5699. The Inspector's office will contact you to discuss food vendors and amounts and types of food you plan to make available to the public, whether it is being given away or sold.***

An original Certificate of Liability Insurance and Workers' Compensation Certificate is required from all vendors. You must ensure that the Liability Certificate is for this specific event, has the proper dates, and names the City of Dania Beach as an Additional Insured. No event will be approved without this insurance.

*Will any type of cooking appliances be used by either the Sponsor of the Event or any of its vendors? ☐ Yes ☐ No

*If so, indicate the type of appliance(s) to be used and the number of each appliance to be used:

- ☒ N/A
- ☐ Electric Grill(s); # _____
- ☐ Gas Grill(s); # _____
- ☐ Charcoal Grill(s); # _____
- ☐ Smoker Grills(s); # _____
- ☐ Grease Fryer(s); # _____
- ☐ Oven(s); # _____
- ☐ Electric Range Burner(s); # _____
- ☐ Gas Range Burner(s); # _____

****Please Note*** – Grease Fryers are not permitted indoors unless they are protected with an approved Hood and a UL300 Compliant Wet Chemical Automatic Fire Suppression System in accordance with NFPA 96.

*Does each cooking appliance have its own dedicated Fire Extinguisher? ☐ Yes ☐ No

****Please Note*** - Each cooking appliance must have its own dedicated fire extinguisher. Class K fire extinguishers are required for fryers. You need to demonstrate that this requirement will be met by making a note on the site plan indicating compliance with all of the above requirements or providing a letter to the fire prevention bureau.

*Does each cooking area have the proper clearances from all other event areas? ☐ Yes ☐ No

****Please Note*** - Cooking areas can be located no closer than 30 feet from any tent or canopy structure, event rides, stages, grandstands or bleachers, etc. Ensure that this measurement is demonstrated on the site plan.

*Will there be sales of alcohol at this event? ☐ Yes ☒ No

****Please Note*** – An original certificate of liquor liability insurance naming the City of Dania Beach as additional insured and a 1/2/3 Day Special Sales License is required to be submitted with this application. The license must be obtained from the State of Florida Department of Business and Professional Regulation.

If Yes, Please Specify Types of Alcohol to be Sold: ☒ N/A ☐ Beer ☐ Wine ☐ Liquor
☐ Mixed Drinks ☐ Other: _____

If alcohol is being served, please indicate how the beverages will be served: ☒ N/A
☐ Draft Truck ☐ Cold Plate ☐ Mini-Bar ☐ Beer Tub ☐ Table Service

Other: _____

Will there be alcohol given away at this event? ☐ Yes ☒ No

Please Specify Types of Alcohol to be given away: ☒ N/A ☐ Beer ☐ Wine ☐ Liquor

☐ Mixed Drinks ☐ Other: _____

Will there be retail sales at this event? ☐ Yes ☐ No

Please Specify: _____

***Will there be any carnival rides, mechanical or vehicular rides, or animal rides at this event?**

☐ Yes ☒ No

*If yes, please describe: _____

What is the name of the vendor or vendors providing the rides? ☒ N/A

***Please Note** - If carnival rides are to be present, the rides must be inspected by a state inspector, city electrical inspector, and fire inspector 48 hours prior to the rides opening.

Are you providing to us a copy of the ride vendor's Certificate of Liability and Workers' Compensation Insurance with this application? ☐ Yes ☐ No

***Please Note** - An original Certificate of Liability and Workers' Compensation Insurance is required for any and all rides. Ensure that the Certificate is for this specific event, has the proper dates, and names the City of Dania Beach as an Additional Insured. No event will be approved without this insurance.

***Will recreational vehicles be used for temporary overnight housing?** ☐ Yes ☒ No

***Please Note** - Indicate the locations of these on the site plan.

***Will there be any use of pyrotechnics or fireworks displays at this event?** ☐ Yes ☒ No

***Please Note** - Pyrotechnics fireworks displays require special applications, permits and inspections as well as an original Certificate of Liability and Workers' Compensation Insurance. In addition, a Fire Inspector will be required to be present during set-up and displays. This expense will be passed on to the event. (BSO or Fire Details may be required - refer to page 6)

***Will there be use of any Grandstands or Bleachers for seating at this event?** ☐ Yes ☒ No

***Please Note** - Bleachers and Grandstands may have to meet special safety code requirements. Locations must be indicated on the site plan. Plumbing permit is required for portable toilets.

***Are portable, ADA compliant sanitary facilities being provided for this event?** ☒ Yes ☐ No

If so, How many? existing on site ☐ N/A

***Please Note** - Provide the locations of all sanitary facilities on the site plan.

***Is there a request for any temporary signage for this event?** ☐ Yes ☒ No

***Please Note** - Any questions regarding temporary signage should be directed to City Code Compliance, (954)924-6810.

Are there any services being requested from the City of Dania Beach? ☒ Yes ☐ No

If yes, please explain: BSO to supplement private security _____

Please list any other conditions, terms or relevant information related to this event that may be of interest to the City:

BSO DETAIL REQUIREMENT

Based upon anticipated attendance, site or building size, site location, and ability to assure public safety requirements, a Broward Sheriff's Office Detail may be required.

FIRE WATCH REQUIREMENT

A Fire-Watch may be imposed depending on the type of event, number of persons present and hazards involved. The number of personnel and apparatus required may vary depending on the type of event and hazards involved. Below are the current rates charged for the presence of a fire watch detail, fire inspector or both:

Off-Duty detail assignment services performed by Dania Beach Fire Rescue Personnel will be paid at their current overtime rate of pay with benefits (3 Hour Minimum). In addition, a City administrative fee of 10% will also be charged based on the total cost of personnel and apparatus. Personnel costs are currently estimated to be \$84.42 per hour, per person (3 hour minimum).

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$71.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

The City of Dania Beach requires payment 14 days in advance for the detail services and fees are to be made payable to The City of Dania Beach by means of cash advance or a cashier's check. Fees are based on individual employee's overtime rates which vary from person to person. The amount estimated is based on the highest overtime rate currently payable in addition to fees for FICA, Medicare, Worker's Compensation and Administrative fees. In the event that the entire estimated amount is not required for services, the City will refund the money, less the expenses incurred for the service. Should the amount of time required for the fire watch detail exceed that agreed upon before the event, the Event sponsor will be required to pay for any overage based on the actual cost for the Fire Watch. The Event sponsor will be responsible to pay the actual service price incurred.

The information I have provided on this application is true and complete to the best of my knowledge. I understand that approval of this event is contingent upon review and approval of all City Disciplines, the City Attorney's Office and the City Commission.

Kim Butler

Digitally signed by Kim Butler
Date: 2020.06.02 16:10:02 -04'00'

Signature of Applicant

Director of Marketing

Title

Kim Butler

Print name of Applicant

June 2, 2020

Date

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on June 3rd, 20020.
by Kim Butler, who is personally known to me, or, if not, such person produced the
following form of identification: _____.



Melissa Nicasio
NOTARY PUBLIC

My Commission expires: January 12th, 2021
My Commission number: GG062454



Event Summary- Salute to Seniors

On Saturday, June 2, 2020, Dania Pointe will host a drive by event for High School Seniors who have participated in the property's "Salute to Seniors" promotion.

The event consists of a 10-piece Marching Band that will be on foot, and numerous passenger vehicles which will follow a prescribed route within Dania Pointe from the YouFit parking lot to the NE corner of Pointe Dr and Pointe Boulevard. The Marching Band will continue to march down Pointe Dr. past the montage site and will continue to perform from the second-floor balcony at Bowlero, located at the end of the block.

Dania Pointe Security, staff and volunteers will be deployed to lead the drive by and redirect incoming traffic to the center as needed. The route will be clearly marked with signage highlighting the participating students and providing direction for the procession. Security/staff will be placed at 8 locations to insure safety and smooth traffic flow. There will be a review of the safety plan with BSO and Dania Fire to insure proper egress and safety at each street corner.

At the Valet location on Pointe Dr, cars will be stopped to be provided parking instruction, based upon their level of participation. This will allow us to meter the flow of the drive by and insure proper social distancing requirements. Pop up 10 x 10 tents for Dania Pointe, City of Dania Beach will be located here.

Attendants at the montage site will monitor student activity, assist in picture taking and maintain the flow of activity. Once a student's activity is completed at the montage, they will be directed to move to a new location, keeping social distancing measures in the forefront. Retail stores and nearby eateries will be open to serve.



MINUTES OF VIRTUAL REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, MAY 26, 2020 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor Lewellen called the meeting to order at 7:00 p.m.

Present:

Mayor:	Lori Lewellen
Vice-Mayor:	Lauren Odman
Commissioners:	Chickie Brandimarte
	Bill Harris
	Tamara James
City Manager:	Ana M. Garcia, ICMA-CM
City Attorney:	Thomas Ansbro
City Clerk:	Thomas Schneider

2. Moment of Silence and Pledge of Allegiance

Mayor Lewellen called for a moment of silence after the Pledge of Allegiance to the United States Flag.

Mayor Lewellen asked for an update on the flooding issues in the City.

Fernando Rodriguez, Director of Public Services, noted the southeast area of the City has experienced flooding in the last few days as a result of the very heavy rainfall. He also reported on regional flooding in South Florida, which has been a tri-county coastal issue. He added during this time, our pumps in the southeast area have been functioning properly; it is difficult when there is so much rainfall. He gave an update on Phase II of the Southeast Drainage Project; construction should start early next year.

3. Presentations and Special Event Approvals

3.1 Budget amendment/full-time positions adjustment (*City Manager & Finance*)

City Manager Garcia spoke of offsetting COVID expenditures and the CARES Act. The Finance Director and she have been going through the entire budget. There are opportunities for savings such as unspent training dollars and two positions that have not been filled. We are looking at opportunities to generate money, such as grants, and ways of saving money.

Frank DiPaolo, Director of Finance, addressed the first of two positions that have not been filled, the I.T. Manager position that reports to the Finance Department. It has been determined a lot of the software systems can be switched over to a host model so we are not bearing administrative cost. Outsourcing some software services to the Cloud eliminates the need for the I.T. Manager and saves the City revenue. I.T. systems would be more resilient by outsourcing and increasing contractual services. He also addressed the second position, the Administrative Assistant to the City Commission, which has not yet been filled, and recommended both position not be filled.

Vice-Mayor Odman questioned the elimination of the I.T. Manager position.

Finance Director DiPaolo explained how the position would not be needed with moving things to the Cloud where all data would be stored, archived and easily accessible.

Vice-Mayor Odman noted she is worried; this whole time, I.T. Systems Specialist Terrazas has done a phenomenal job. It does not seem the I.T. function is a one-person job at all. This seems like a big mistake to say one person is going to handle all of the I.T. issues for a municipality and she would not support it.

Commissioner James agreed; we need more hands on. She asked what the cost would be for contracting the vendor, how much has been spent on them so far, and the exact cost for one fiscal year.

Finance Director DiPaolo said we have used LAN Infotech since 2010; we already have a relationship with them. They have a number of experts we could utilize; they would provide both administrative oversight and the management side, which would allow I.T. Systems Specialist Terrazas to be more of an I.T. Administrator. He estimated the cost at approximately \$25,000.00 for next year; New World System would be a \$30,000.00 increase and fully hosting would be \$87,000.00.

Commissioner James disagreed with the recommendation to cut the I.T. Manager position. Out of all the positions created, she questioned why the Commission assistant would be cut; this position was a directive of the Commission. She asked why other positions were not looked at to be cut.

City Manager Garcia noted the City team is very lean; we are operating in 2020 with \$350,000.00 less. We are trying to find savings due to COVID-19; if the Commission does not wish to do this, we can shift gears. At the end of the day, she will give the Commission a balanced budget; we are just trying to find ways to save money.

Mayor Lewellen asked if we would still need to outsource if an I.T. Manager was hired.

Finance Director DiPaolo responded outsourcing helps with the administrative management as well as provides disaster recovery, which the City does not currently have. Hosting in the Cloud enables access from anywhere and disaster recovery is critical regardless of hiring for the position.

Mayor Lewellen asked about the cost of hiring an I.T. Manager and also having the outsourcing.

Finance Director DiPaolo responded New World is an additional \$30,000.00, Office 365 is \$25,000.00 per year and the I.T. Manager is budgeted at \$156,000.00.

Commissioner James asked what services they provide with the current contract for \$57,000.00.

Finance Director DiPaolo explained the support LAN Infotech already provides and investing more in I.T. Systems Specialist Terrazas' professional development. The idea was to move Level 1 issues away from her so she can be more of an administrator, allowing growth with the City. He felt that with LAN Infotech, I.T. Systems Specialist Terrazas built up, and his expertise, the plan would work out well.

Commissioner James noted she is not in support of taking away either of the positions.

Mayor Lewellen suggested the Commission could revisit this when it comes time for budgeting.

- 3.2 Special Event request from Mayhem Ranch LLC for their Bass Pro Social Distance Drive-thru Animal Park event to be held at 200 Gulfstream Way on May 28-31, 2020 from 10:00 a.m. - 7:00 p.m. (*Community Development*)

Eleanor Norena, Director of Community Development, noted the applicant has provided an update; they have revised the event dates to June 11-14, 2020, in order to have time to get the proper permitting.

Commissioner James motioned to approve the Special Event request for the Bass Pro Social Distance Drive-thru Animal Park event; seconded by Vice-Mayor Odman. The motion carried unanimously.

4. Proclamations

There were no proclamations at this meeting.

5. Citizen Comments

Joyce L. Davis, 500 NE 2nd Street, noted she is happy with what she has seen during the first few weeks of Phase I reopening. She thanked the Commission for their support of our businesses and Chamber, and noted she is pleased with the Commission's and staff's handling of reopening the beach.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on recent criminal activity in the City amidst the COVID-19 protocols that are in place, including patrols and working with Code Enforcement.

Captain Sergio Pellecer, BSO District Fire Chief, gave an update on COVID-19 precautions being taken and the number of calls. He noted the hurricane plan would be rolled out this week.

City Manager Garcia thanked Captain Marks for his efforts, and Chief Pellecer for getting PPE supplies for the City and for providing help with the food distribution last week.

7. Consent Agenda

7.1 Minutes:

Approve Minutes of May 12, 2020 Virtual City Commission Meeting

7.2 Travel Requests: None

Resolutions

7.3 RESOLUTION #2020-045

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CALLING FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, FOR THE PURPOSE OF ELECTING THREE CITY COMMISSIONERS TO SERVE FOUR YEAR TERMS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Clerk)*

7.4 RESOLUTION #2020-046

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE AND EXECUTE CHANGE ORDER NOS. 1, 3, AND 4 IN THE TOTAL AMOUNT OF SIXTY FIVE THOUSAND FIFTY SIX DOLLARS AND NINE CENTS (\$65,056.09) TO SAGARIS CORP. FOR THE PURCHASE OF ADDITIONAL CONSTRUCTION SERVICES AND TO MEET FIELD CONDITIONS FOR THE MULTIMODAL ENHANCEMENTS PROJECT RELATED TO THE CITY INVITATION TO BID ("ITB") NO. 19-004; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.5 RESOLUTION #2020-047

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 337.408, FLORIDA STATUTES, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH CONTRACTOR, INSITE MARTIN OUTDOOR, LLC, FOR THE INSTALLATION OF CERTAIN BUS BENCHES, WITH SIGNAGE, FOR A ONE YEAR PERIOD, EFFECTIVE JUNE 1, 2020 AND EXPIRING MAY 31, 2021, WITH TWO ONE-YEAR OPTIONS OF CITY TO RENEW; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Manager)*

7.6 RESOLUTION #2020-048

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH VIRGIN TRAINS

USA FLORIDA, LLC FOR CONSTRUCTION OF SUPPLEMENTAL SAFETY IMPROVEMENTS AT SELECTED RAILROAD CROSSINGS IN THE CITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Manager)*

7.7 RESOLUTION #2020-049

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR SERVICES TO BE PROVIDED BY TYLER TECHNOLOGIES, INC. FOR FISCAL YEAR ENDED SEPTEMBER 30, 2020 AND TO EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES THAT ARE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

Commissioner James motioned to adopt the Consent Agenda; seconded by Vice-Mayor Odman. The motion carried unanimously.

8. Bids and Requests for Proposals

There were no proposals on this agenda.

9. Public Hearings and Site Plans

9.1 ORDINANCE #2020-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE APPROVED BY THE CITY COMMISSION, TO FUND THE SOUTHEAST 2ND AVENUE WATER MAIN PIPE REPLACEMENT PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Public Services)*

City Attorney Ansbro read the title of Ordinance #2020-009 and noted the Charter requires two public hearings on expenditures exceeding \$1 million.

City Manager Garcia noted the desire is to get to the pipes and infrastructure before they break.

Fernando Rodriguez, Director of Public Services, gave an overview of the Southeast 2nd Avenue Water Main Pipe Replacement Project.

Mayor Lewellen opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Commissioner James motioned to adopt Ordinance #2020-009, on first reading; seconded by Vice-Mayor Odman. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Odman	Yes
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Commissioner Harris
Commissioner James

Yes
Yes

Mayor Lewellen

Yes

- 9.2 Seven Oaks items for Rezoning, Assignment of Flex Units, Plat, Site Plan and Variances have been removed from the agenda as the Rezoning Ordinance was denied on first reading at the May 12, 2020 City Commission meeting.

10. Discussion and Possible Action

10.1 Chamber funding – Commissioner James

Commissioner James noted she brought this item forward because it is in our budget, and she does not want to give money to the Chamber with strings attached. She requested the Commission give the additional funding that was already budgeted for.

Vice-Mayor Odman said she has no problem giving the \$5,000.00 to the Chamber. She would like to see if there is interest in doing iLoveLocal videos in conjunction with the Chamber since they have been so well received and businesses want to know if they can be in additional videos. This is an opportunity that we could couple with the City to do another iLoveLocal segment. She wants the money to go to the Chamber with that caveat, and asked if there is any support for this.

Mayor Lewellen agreed, and asked what the money was intended for.

Vice-Mayor Odman responded a paper directory, but right now, there is a very specific need that we can fill here.

Mayor Lewellen agreed it should go toward the businesses out there.

Commissioner James said when she was first elected, she and PIO Bordy did a video similar to this. \$5,000.00 is not a lot of money and we should not question what the Chamber will use it for. If we want the videos also, we should budget additional funding for them. We should not tell them what exactly to use the money for; we did this for Friends of the Library when they came during public comment. She supports additional options of continuing iLoveLocal, but for the funding already allocated, we should let them have it to use as they need. Maybe we could get funding from Emergency money or from contingency.

Commissioner Brandimarte said it is not unusual for someone having a problem to come before the Commission to ask for help, even when it is not budget time. She referred to Linda Wilson previously requesting \$2,500.00 from the City Commission for the Friends of the Library. With the Commission helping Randie Shane with these videos, she does not need an additional person. The videos are a stroke of genius as they will bring the people out who spend the money, such as the seniors. We are telling people to come to the businesses as this is safe ground.

Commissioner Harris agreed we should help the businesses; in the commercial aspect, he supports assisting Randie Shane supporting the small and large businesses.

Vice-Mayor Odman noted throughout the year, several organizations would come before the Commission and ask for money, which the Commission accommodated. We desired more of a process to provide funding; this is not an issue with the Chamber.

Commissioner James said Randie Shane already does a lot of outreach, and asked how much money we have in contingency.

Commissioner Brandimarte commented she would not leave it all for the Chamber to do. She favored giving Randie Shane the \$5,000.00 as she needs it.

Mayor Lewellen said she does not have a problem giving the \$5,000.00. She does not want to give additional money at this time; this can be addressed at budget time. The practice of giving money from the dais should be stopped, instead it should be discussed at budget time where to appropriate funds. She would like Randie Shane to bring a presentation to explain what she needs, how much she needs, and why.

Frank DiPaolo, Director of Finance, stated the contingency balance is just under \$43,000.00.

Commissioner James noted the money was already allocated to the Chamber, it is not extra funding. It does not matter if it is budget time or not; if it is something a Commissioner wants money for, they put the item on the agenda and we take it from our contingency. If there is an important need to service our City or businesses, that is what the money is for. We are not doing anything for our businesses, and the Chamber is already facing a loss of revenue from the lack of support Randie Shane is getting from failing businesses.

Commissioner James motioned to grant the Chamber of Commerce \$5,000.00; seconded by Commissioner Harris. The motion carried on a 4-1 voice vote (Vice-Mayor Odman voted no).

10.2 City Manager's one-year review (City Manager's 12 Month Annual Report is included under Managers Report #13.1)

Mayor Lewellen asked for guidance from Linda Gonzalez, Director of Human Resources.

Human Resources Director Gonzalez addressed the process of providing the review.

Commissioner Brandimarte asked for the review to be postponed because the evaluation sheet, which she received two weeks ago, has 11 categories with six questions each, totaling 66 questions. There are too many questions to be answered in two weeks and she did not have enough time to complete it. She questioned where the completion date was.

Mayor Lewellen noted the City Manager's anniversary came up in March and she brought it up then that we should discuss it at the end of May. She did not think the form needed to be used.

Commissioner Harris questioned the date of completion, and suggested a completion date be added so the evaluation could be done by then.

Human Resources Director Gonzalez suggested the completion date on the cover page could be decided by the Mayor. With any performance appraisal there will always be a certain amount of subjectivity; with this in mind, the questions should be answered to the best of the Commission's capability and knowledge. The merit application does not have to be filled out; the objective is to get to an average score. Whether the Commission wants to go through this process or not, or set up a scoring system on a scale of 1 to 5, you are trying to come up with a document to help you come up with an overall score.

Commissioner Brandimarte noted so many categories have to be answered in a short period of time, and she is not prepared to discuss this tonight since there was no completion date on the form.

Mayor Lewellen said we have been discussing the review over the last two meetings. It is unfair to the City Manager to make her wait another meeting or two.

Human Resources Director Gonzalez commented this is a guide; typically, you will already have an idea of how you are rating someone. The goal is to have a 1 through 5 rating from the Commission; we are looking for an overall rating.

City Manager Garcia said the evaluation that was submitted was a guide. She noted she submitted a 30-plus page detailed report of what has occurred over the past 14 months since she has been the Manager. Human Resources Director Gonzalez is conveying this as a guide, but the Commission should know what they think of her as their City Manager.

Commissioner James questioned if tonight's meeting was to discuss what was on the paper and noted this would be very time consuming and frustrating. She asked if the Commission is coming up with a collective number, and felt this would not be a very productive meeting if we are going to take time to do this tonight. She said if there is not a deadline date for them, we do not have to turn them in today, and asked if the forms go in the personnel file.

Director Gonzalez said the document serves as a guide only to come to an overall assessment.

Commissioner James said this should be the assessment. Some items are merged and difficult to give an accurate number to. She suggested the Commission fill them out and make them part of the agenda as she does not understand what is going on.

Mayor Lewellen noted her experience with evaluations; this is simply to be a guide for us. We have discussed this the last two meetings and we owe it to the City Manager to discuss her evaluation tonight. She provided us a report and it would be disrespectful to ignore it. We are two months overdue from when the evaluation was due. We owe it to her as our employee to discuss this; if the Commission wants to fill out the form and submit it later, that is fine. We already know what our overall assessment is.

Vice-Mayor Odman felt this is odd, and questioned why everyone would not write their comments on their guide, circle their numbers, turn them in, and someone tally them up. She agrees we should get this done, but does not know how this will be an efficient process during this meeting.

Mayor Lewellen said we still owe the City Manager an overall evaluation and we can discuss whether she gets a merit increase or not.

Human Resources Director Gonzalez repeated this is a guide. The Commission should have an overall opinion of where the person stands, and suggested discussion should happen.

Vice-Mayor Odman said these are not normal times, this is COVID time. She noted the form did not have a completion date and it did not say on May 26th we should have it completed, so this was not done correctly; she is confused like others are.

Mayor Lewellen commented she came fully prepared to discuss the review.

Vice-Mayor Odman said the process was not specifically laid out as to how it should be done. She can say how great the City Manager is, but this is not a specific, meticulous process.

Commissioner Brandimarte disagreed that this was discussed; it never was. This is a public record and it needs to be looked at even stronger; to say what we do not like about the City Manager in a public process is a disgrace to anyone. There was no completion date, she will not put dirty laundry out there publicly, and this is not a fair evaluation.

Commissioner James stated she did not know the number on the back page was tied to giving a raise and did not know we were discussing giving raises during the pandemic. She is prepared to talk about whatever, and questioned if the guide is tied to a raise.

Vice-Mayor Odman also asked if any of this is tied to an increase of salary for the City Manager.

Human Resources Director Gonzalez noted this was just a guide; whether the evaluations have a guide or not, the goal was to have an overall discussion of the Commission's opinion. The important thing is to use the report the City Manager submitted, which is a factual guide of things that have happened over her term.

Commissioner James said she did not know the form was not going to be submitted.

Commissioner Harris requested the Commission be allowed to turn something in at the next meeting based on what we have been through since March 15 with COVID.

Mayor Lewellen said we need to move forward; those who will do it verbally and go down the list.

Vice-Mayor Odman asked if there was consensus to do it at the next meeting or move forward tonight.

Mayor Lewellen said we need to move forward tonight.

Commissioner James commented she needs clarification. She thought the form was the bible for the evaluation and wants to know what the entire protocol is as she has never evaluated anyone. She questioned whether the form is not mandatory, instead it is a guide, and not tied to a raise.

Vice-Mayor Odman asked if Commissioner James could be ready by the June 9th meeting to have her concerns addressed.

Commissioner James said she filled out the paper; she wants to know what the process is. She has seen in other cities a form that is filled out and included in the agenda.

Vice-Mayor Odman thought the same thing. She did not know there was going to be public discussion.

Commissioner James said we need to come up with a process.

Vice-Mayor Odman noted she wanted the Commission to agree that on June 9th, everyone will be prepared and no one will be confused at that point.

The Commission consensus was to discuss the process now and on June 9th the Commission will deliver their evaluation.

Human Resources Director Gonzalez said the information provided by the City Manager is the best supporting documentation that the Commission has to have an overall discussion regarding her evaluation. The guide gives them an opportunity to facilitate their thoughts on how they rate the City Manager.

Vice-Mayor Odman emphasized that the Commissioners are saying they are not ready and not all on the same page. She asked how this is best practice to move forward with discussion tonight.

Human Resources Director Gonzalez commented that hopefully, the Commission had time to review the report the City Manager provided and based on that, they could give an overall rating.

Mayor Lewellen noted whether we go through the form or not, we owe it to the City Manager to have a discussion. She understands we need to have a process, but most of us have completed the form so we could have a general discussion. It is different because there are five of us, but this will not get done if we keep pushing it down the road.

Commissioner Brandimarte asked why everyone else should know what you put down on your paper. No one said it went into the City Manager's file, and Commissioner James asked that question.

City Attorney Ansbro responded it is not a public record unless a Commissioner shares it with someone.

Commissioner Brandimarte said she is not turning in the form unless it is given to the City Manager. She felt this is all about a raise.

City Attorney Ansbro read from the City Manager's contract which states in the absence of an evaluation, a 3% raise would be given automatically at the beginning of each fiscal year. If there is an evaluation, more or less could be given.

Commissioner Brandimarte noted in COVID times, the City Manager should not get more than 3%, which is what she entitled to.

Commissioner James said it is very clear there was not a specific process for this. She is disappointed this was a cut and paste guide that is not ours. We should create an evaluation that is ours and is a public record. As policymakers, we should decide how the policy will work. It was unclear, although she understands the intent, but the execution of it was not great. She did not know this was going to be a discussion tied to a raise, and she would not go for any more than what other employees are receiving during this time. Four Commissioners are asking questions, which means something is not clear.

City Manager Garcia said the evaluation is not about money, even though she knows she has earned more than 3%. During this time of COVID, she would never put out getting a raise. The evaluation is the ICMA evaluation for Certified Managers. She suggested the combination of her report and the guidance of that evaluation allows the Commission to give her a number. She noted the guide could be for Commissioners to sit down with her to discuss strengths and weakness. She also noted she does not receive the additional monies for insurance nor does she have an expense account. This is an opportunity for the future to see if a raise could be 5% in 2021 if the budget can sustain it. If not, perhaps an additional week of vacation as a one-time appropriation could be done. Different things could happen that are not directly associated with her receiving a raise. She is asking for growth and the opportunity for the Commission to discuss strengths and weakness.

Commissioner Harris felt with going through COVID and based on outstanding results today, this should be done at the next Commission meeting. The City Manager has always been available to him, but he would like to write a narrative at the end.

Vice-Mayor Odman motioned that for the June 9th meeting, everyone comes with the form filled out, each will give a short evaluation, and each will give their number. If they were going to talk about an extra raise or benefit, it would be discussed at the end.

Mayor Lewellen suggested narrowing this further to say the evaluation will include strengths, weaknesses, suggestions for improvement, a general recommendation, and a number.

Commissioner James wanted to make sure we are not adding or taking anything away. We are filling out the form we have and turning it in as an official document.

Vice-Mayor Odman suggested the form submitted be the official document.

Human Resources Director Gonzalez reminded the Commission the intent was to make it a guide so they could have their own evaluation done for discussion purposes, and not to have it shared; a working document for themselves.

Commissioner James said she votes for it being an official document.

City Attorney Ansbro clarified it may be that one or more Commissioners do not turn the form in as they do not have to do so; no one has to turn it in.

City Manager Garcia said she can also formulate a response narrative to address anything written about her.

The motion was seconded by Commissioner Harris. The motion carried on a 5-0 voice vote.

11. Commission Comments

11.1 Commissioner Brandimarte

Commissioner Brandimarte noted she would do a one-on-one with the City Manager with her filled out form.

Commissioner Brandimarte spoke of Gangrel's Wrestling show on May 23rd for Feeding South Florida, done with social distancing, no fans and no audience; the production crew was isolated. She noted Feeding South Florida was very grateful.

Commissioner Brandimarte recommended the Commission send a letter of support to the Dania Beach Casino; they think the Commission does not want them to open. It would be a letter stating we support them under the guidelines of the Mayor's order to tell the owners that we support the opening of the Casino.

City Manager Garcia noted she spent 30 minutes on the phone with Arnaldo Suarez; he has been asked by County Administrator Bertha Henry to submit the next phase opening. The whole Casino has been transformed to ensure social distancing is maintained. A list and multitude of checkpoints are in place to ensure the CDC guidelines are adhered to.

Commissioner Brandimarte said she understands this at our level, but the owners are in Brazil and they have to know we support them.

11.2 Commissioner Harris

Commissioner Harris agreed; he talked to Mr. Suarez today and they are going to rehire 70% of the furloughed employees. He agrees with a letter of support as the Casino has been a partner with us.

Commissioner Harris said we are still going through uncharted times; restaurant owners are asking when 50% capacity will be over. These are CDC guidelines; we must educate, mitigate and enforce.

11.3 Commissioner James

Commissioner James noted we do not have to ask the entire Commission to draft a letter; we can do it individually. She has been there and they are probably only going to open the slots and the restaurant. She spoke with them about thermometers, extra lighting, & signage. We want to save such a huge investment as they just remodeled and reopened. She is going to individually write her letter and suggested the Commissioners do so as well.

Commissioner James commented about J.C. Parrish turning 100 years old on Friday, and thanked City staff for making it very special.

Commissioner James said she has heard great things about the beach; we are doing the best that we can do there. The ability to survive is the willingness and ability to adapt and we have to do so by being safe.

Commissioner James questioned what we are doing for summer camps as this week is basically the last week of school.

Mayor Lewellen said summer camp has to do with the Governor's order.

City Manager Garcia noted our goal is to get to yes. The Governor's orders are very strict in regard to the camps. Out of 31 cities, only one is moving forward; the rest are not making a decision until July. The Governor's order will make the difference. She cannot guarantee that we can have the kids in a safe environment; the CDC will have to come up with new guidelines. JCC has canceled their summer camps and she cannot give a definitive answer.

Commissioner James asked about parents who have kids coming back into City Hall to work when there is not going to be a summer camp.

City Manager Garcia said she has been discussing this with Human Resources Director Gonzalez. The telework policy has been working very well. We would take all those things into consideration and ensure employees who have children can telework. Most cities are not having in-person meetings until July or August.

11.4 Vice-Mayor Odman

Vice-Mayor Odman noted the Commission shares common views, it is just the way we go about it that differs. Everyone here is a public servant and everyone she works with has a tremendous

heart. Nobody is looking to shutter businesses or the Chamber. She hopes the Commission and the residents keep this in mind; we are public servants with a deep love for the City.

Vice-Mayor Odman commented on Commissioner Brandimarte's and the Mayor's iLoveLocal videos, and encouraged spreading the hashtag iLoveLocal campaign videos throughout social media. She would love to see the residents get involved, and encouraged keeping it going and helping our businesses.

Vice-Mayor Odman said she enjoyed reading the City Manager's report and thanked her for her patience.

11.5 Mayor Lewellen

Mayor Lewellen noted there were no updates other than the beach and pier are open; it looked as if people are following the rules when she visited. She wants the residents to realize the City has to abide by the County order. We cannot expand on the County order, but we can be more restrictive. She hopes people realize the Quarterdeck is not open yet; the owners are doing some work in the building and they want to make it the cleanest restaurant in South Florida.

Mayor Lewellen said there was a small American Legion Post 304 Memorial Day ceremony yesterday.

Mayor Lewellen noted she is on a task force for CARES Act funding from the County which is involved in efforts to get money directly distributed to cities smaller than 500,000. She is hopeful the group can motivate the County to distribute the money to the cities.

Mayor Lewellen noted the COVID guidelines are on the City website.

Mayor Lewellen felt the iLoveLocal videos are great and are helpful.

Mayor Lewellen asked the Commission for consensus for her to use our City logo on masks; she wanted it for summer camp and to take home to use and for Commissioners. She would be spending her own money on the masks.

City Attorney Ansbro confirmed that if money is not involved, she can ask for a consensus.

The Commission consensus was to allow Mayor Lewellen the use of the City logo on masks that she will have made at her own expense.

Vice-Mayor Odman asked if we could do the logo on masks for Public Services and our employees also, and bring this back at the next meeting.

City Manager Garcia said she would tally up the employees to come up with a cost.

Commissioner Brandimarte commented videos should not be limited to only restaurants; they should be for all businesses. She noted the menus are very limited at Dania Pointe restaurants.

Commissioner James felt we should not give masks to employees, but look at it as a way of making revenue. We should produce and sell them for additional revenue, and offer them on the website. She would like to bring the item back, but also see how much it would cost.

12. Appointments

12.1 Complete Count Advisory Committee

Commissioner James appointed: Daniel Sohn

12.2 Creative Arts Council Advisory Board – no appointments

12.3 General Employees Pension Board – no appointments

12.4 Green Advisory Board – no appointments

12.5 Planning & Zoning Board

Vice-Mayor Odman appointed: Kaleb Shafa

12.6 Police and Fire Pension Board – no appointments

Commissioner James motioned to approve the appointments; seconded by Commissioner Harris. The motion carried unanimously.

13. Administrative Reports

13.1 City Manager

City Manager Garcia felt it is a good idea to send letters to the Casino. She is pleased with the iLoveLocal videos and will look into funding a second round. She thanked staff and all Department Directors for running on all cylinders during the pandemic.

13.2 City Attorney

City Attorney Ansbro spoke of the teamwork we have had with all of the Emergency Orders, and said he was pleased to let local businesses know they could open.

13.3 City Clerk - Reminders

Tuesday, June 9, 2020 - 5:30 p.m.
Tuesday, June 9, 2020 - 7:00 p.m.
Tuesday, June 23, 2020 - 7:00 p.m.

CRA Board Meeting
City Commission Meeting
City Commission Meeting

14. Adjournment

Mayor Lewellen adjourned the meeting at 9:38 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, GRANTING AN EASEMENT OVER A CITY SWALE TO BENEFIT EMERALD PALMS VENTURE LP, A FLORIDA LIABILITY COMPANY (THE “GRANTEE”) AS ILLUSTRATED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

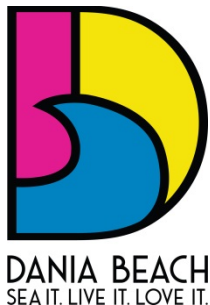
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

C-MEMO-EMERALPALMAGRMT-060920 (1), R-2020- Emerald Palms Drainage Maintenance and Easement Agreement, Exhibit A to Agreement- Legal Description, Exhibit B to Agreement - Drainage Facilities



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: June 9, 2020

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, ICMA- CM, City Manager

FROM: Fernando J. Rodriguez, Public Services Director

RE: **APPROVAL OF A RESOLUTION GRANTING AN EASEMENT OVER CITY SWALE PROPERTY TO BENEFIT EMERALD PALMS VENTURE LP AND ALLOW FOR DRAINAGE TO STORMWATER COLLECTION STRUCTURES ON SAID PROPERTY**

Request

City administration is requesting City Commission authorization to grant an easement to Emerald Palms Venture LP (Emerald Palms) over city property to allow for stormwater drainage into Emerald Palms owned drainage structures located in said property.

Background

Emerald Palms project is a 318 residential unit complex that, as part of its construction was granted a County approved stormwater permit. The permit included certain catch basins, exfiltration trenches and other drainage facilities that originally were within Broward County's right-of-way, but are now on the City's right-of-way. The permit has come up for its five year renewal and the County is requiring a legal document that gives Emerald Palms as the property owner the right to have and maintain the existing Drainage Facilities within the City's right-of-way.

In order to facilitate Emerald Palm's compliance with the above requirement, the City has agreed to grant the property owner an easement upon and across certain portions of the City swale. Specifics of this easement are provided in Exhibit "B" which is part of the attached Easement Agreement (both of which are part of the Resolution accompanying this memorandum). The easement is intended for drainage purposes onto the City's swale with full rights and authority of the City to enter upon and excavate the easement area in order to install, construct, operate, relocate, replace, improve, remove, inspect, repair and maintain the drainage facilities.

\continued...



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**APPROVAL OF A RESOLUTION GRANTING AN EASEMENT OVER CITY SWALE
PROPERTY TO BENEFIT EMERALD PALMS VENTURE LP AND ALLOW FOR
DRAINAGE TO STORMWATER COLLECTION STRUCTURES ON SAID
PROPERTY**

Page 2 of 2

Budgetary Impact

No budget impact.

Recommendation

City administration recommends approval of the resolution granting Emerald Palms Venture LP an easement over city property to allow for stormwater drainage into their drainage structures located in said property.

RESOLUTION NO. 2020-050

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, GRANTING AN EASEMENT OVER A CITY SWALE TO BENEFIT EMERALD PALMS VENTURE LP, A FLORIDA LIABILITY COMPANY (THE "GRANTEE") AS ILLUSTRATED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is the lawful owner of a swale situated in the City of Dania Beach, Broward County ("County"), Florida; and

WHEREAS, Grantee, Emerald Palms Venture LP, owns property which is currently developed with three hundred and eighteen (318) residential units ("Project"); and

WHEREAS, as part of the Project, the County approved and permitted a stormwater drainage system through Surface Water Management License No. SWM2002-065-0 on July 30, 2002 ("County Permit"), which included certain catch basins, exfiltration trenches and other drainage facilities ("Drainage Facilities") within Broward County's right-of-way, now the City's right-of-way; and

WHEREAS, the County Permit has come up for its five (5) year renewal and the County is requiring a legal document that gives Emerald Palms as the property owner the right to have and maintain the existing Drainage Facilities within the City's right-of-way; and

WHEREAS, the City has agreed to grant the property owner as the Grantee, an easement in, over, upon, across and through that certain portion of the City swale, as more particularly described in Exhibit "B" to the attached Easement Agreement, a copy of which is attached and made a part of this Resolution (the "Easement Area"), which easement shall be recorded in the Public Records of Broward County, Florida, a copy of which is attached as Exhibit "A" and made a part of this Resolution (the "Easement"); and

WHEREAS, the Easement is intended for drainage purposes onto the City's swale with full rights and authority of the City to enter upon and excavate the Easement Area in order to install, construct, operate, relocate, replace, improve, remove, inspect, repair and maintain the drainage facilities as the City as the Grantor shall, in its sole discretion, determine; and

WHEREAS, the Easement provides certain rights to the City and places certain restrictions on the Grantee;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing findings are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission approves and authorizes the Easement to be granted to and for the benefit of the Grantee for ingress and egress for drainage purposes in, over, upon, across and through that certain specific portion of the City's swale as described in the Easement, with full authority of the Grantor to enter upon and excavate the Easement Area in order to install, construct, operate, relocate, replace, improve, remove, inspect, repair and maintain the drainage facilities as the City as Grantor shall, in its sole discretion, determine.

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

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 9, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Prepared By and Return To:

Christina Bilenki, Esq.
Dunay, Miskel & Backman, LLP
14 SE 4th Street, Suite 36
Boca Raton, FL 33432

DRAINAGE MAINTENANCE AND EASEMENT AGREEMENT

THIS DRAINAGE MAINTENANCE AND EASEMENT AGREEMENT (“Agreement”) is made this ____ day of _____, 2020, by EMERALD PALMS VENTURE LP, a Florida limited partnership with a principal address of 101 Southeast 4th Avenue, Delray Beach, Florida, 33483 (“Owner”) and the City of Dania Beach, whose principal address is 100 W. Dania Beach Boulevard, Dania Beach, Florida, 33004 (“City”) (collectively, the “Parties”).

WHEREAS, Owner is the lawful owner of property situated in the City of Dania Beach, Broward County (“County”), Florida, as more particularly described in Exhibit “A” attached hereto and made a part hereof (“Owner’s Property”); and

WHEREAS, Owner’s Property is currently developed with three hundred and eighteen (318) residential units (“Project”); and

WHEREAS, as part of the Project, the County approved and permitted a stormwater drainage system through Surface Water Management License No. SWM2002 – 065-0 on July 30, 2002 (“County Permit”), which included certain catch basins, exfiltration trenches and other drainage facilities (“Drainage Facilities”) within the County’s right-of-way, now the City’s right-of-way, as further identified and depicted on Exhibit “B”; and

WHEREAS, the County Permit has come up for its five (5) year renewal and the County is requiring a legal document that gives the Owner the right to have and maintain the existing Drainage Facilities within the City’s right-of-way; and

WHEREAS, Owner is proposing certain improvements on Owner’s Property in order ensure greater accessibility to the Project in accordance with the Americans with Disabilities Act (“ADA”), requiring modifications to the County Permit; and

WHEREAS, the City is willing to enter into an agreement as long as the Drainage Facilities are maintained by the Owner, Owner obtains a performance bond as assurance, and the Owner indemnifies the City for any damage caused by the Owner’s Drainage Facilities;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) paid in hand, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed upon, the Parties agree as follows:

The Recitals set forth above are true, accurate, and correct and are incorporated by reference.

1. **Non-exclusive Easement.** City hereby grants to Owner a non-exclusive easement for water flowage, storage and drainage over and across the City's Right-of-Way ("Easement"), and further permits those Drainage Facilities, as identified in Exhibit B, within the Agreement. Owner shall have all the rights and privileges necessary or convenient for the nonexclusive use of the Easement as long as such rights and privileges are consistent with the purposes described in this Agreement. Owner shall have the right of ingress and egress for personnel and equipment of Owner, their contractors, agents, successors, or assigns over the City's Right-Of-Way for the purposes of installing, operating, maintaining, or repairing the Drainage Facilities. Any damages due to flooding to the adjacent right-of-way due to the Owner's use of the easement for water flowage, storage and drainage shall be the responsibility of Owner. Owner shall indemnify the City regarding such flooding.
2. **Improvements to Drainage Facilities.** Should Owner desire to make any additional future improvements or alterations within the Easement, the Owner shall submit a conceptual plan and engineering plan of the improvements it desires to make to the City. The City shall have sixty (60) sixty business days after receipt, to review the conceptual plan and engineering plan to make sure that it is reasonably compatible with the current use of the Easement. If the City disapproves of the intended improvements, then the City shall provide Owner with written comments as to exactly what would be acceptable and may require final engineering plans and record drawings. The City shall not unreasonably withhold approval of the Owner's requested drainage improvements. All drainage improvements shall be constructed in accordance with state, County, and City permitting requirements, and comply with all laws and ordinances relating to drainage, and landscaping. The Owner agrees that encroachment on the City's right of way will not increase in area or vertical extent, unless the City agrees.
3. **Access.** City agrees that the Owner, its successors and assigns, and its employees, shall have twenty four hour (24) access to the Easement, and the City will not erect or construct or permit to be erected or constructed within the Easement, any obstruction which will interfere with the rights granted under this Agreement, without first obtaining Owner's written consent, except in the case of emergencies involving the exercise of police powers, or in the event of needing to repave (mill, construct or repair) the adjacent roadway. The City shall not be responsible for third party actions precluding access to the Easement.
4. **Maintenance and Permits.** Owner shall be responsible for maintaining all elements of the Drainage Facilities in good repair and permit compliance, and shall be responsible for the engineering, submittal, and obtaining of any permits or renewals,

including renewal of the above-referenced County Permit. Maintenance of the Drainage Facilities shall be performed in a manner that uses responsible care and satisfies the water flowage, storage and drainage requirements set forth in this Agreement or otherwise required by the County Permit. Such maintenance shall include, but not be limited to, repairs, replacement of landscaping, cleaning, and removal of all debris or discarded materials. In the event Owner does not adequately maintain the Drainage System within the City's Property, the City shall have the right to make such repairs as may be necessary to keep the Drainage Facilities functioning properly. The City agrees to provide thirty (30) days' written notice of their intent to perform the necessary work. If the Owner does not complete the necessary work within the given timeframe, the City may perform the required maintenance the Drainage System and charge the cost to the Owner or draw upon the performance bond provided to the City.

5. **Performance and Payment Bond:** Simultaneously with the delivery of the executed Agreement to the City, the Owner shall furnish an executed Performance and Payment Bonds in the amount of \$50,000.00 or other acceptable security as otherwise permitted in Section 255.05, Florida Statutes, as security for the faithful performance of the maintenance obligations under this Agreement and for the payment to all persons performing labor, furnishing materials, or both in connection with the drainage improvements identified in this Agreement. Bonds shall be submitted on the forms provided by the City. The condition of the obligations is such that, if the Owner shall promptly and faithfully perform the Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the drainage improvements, and shall fully indemnify and save harmless the City and its officers, employees and agents for all costs and damages it may suffer by reason of failure to do so, then the bond obligation shall be null and void; otherwise it shall remain in full force and effect. The bond shall be renewed annually and failure to provide the performance bond shall be a material breach of this Agreement, resulting in automatic termination of the easement and this Agreement.
6. **Insurance.** Owner shall carry at its own expense throughout the term of this Agreement (Term), comprehensive general liability insurance providing a coverage of not less than One Million Dollars (\$1,000,000.00) combined single limit. Any insurance required to be carried hereunder may be provided by a blanket or umbrella insurance policy. All insurance required under this Agreement shall be issued by insurance companies which are licensed to do business in the State of Florida. The City shall be named an additional insured under the policy and shall be provided thirty (30) days' prior notice of cancellation. Failure to provide insurance is a material term of this Agreement, and shall result in termination of this Agreement.

7. **Notice.** In order for a notice to a Party to be effective under this Agreement, such notice must be sent via U.S. first-class mail to the address first listed above and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice in accordance with the provisions of this Paragraph.

City: Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

With a copy to: Thomas J. Ansbrosio, City Attorney
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Owner: _____
Emerald Palms Venture LP
101 Southeast 4th Avenue
Delray Beach, Florida 33483

8. **Modification.** This Agreement, together with its Exhibits, contains the entire agreement between the Parties. This Agreement may not be amended, modified or terminated unless an approved modification to the County Permit is issued, causing a need for modification or termination of this Agreement. Any such modification, amendment or termination shall not be effective unless the Parties consent in writing.
9. **Successors and Assigns.** This Agreement, together with its exhibits, shall constitute covenants running with the land and shall inure to the benefit of and be binding upon, the parties hereto and their respective successors and assigns. This Agreement may be assigned or transferred by Owner to an entity related to Owner or any other entity that assumes the responsibility to maintain the drainage improvements, including all subsequent owners or assigns, and all persons claiming by, through or under them.
10. **Termination of Agreement.** Should the Owner's development be redeveloped, the need for these drainage improvements cease or have to be modified by redevelopment, or should the Owner's property and Project be substantially modified or the drainage system substantially modified, destroyed or removed, the Owner's Agreement and non-exclusive easement to use the City's right of way for Drainage Facilities will cease, and Drainage Facilities will have to be located or relocated on the Owner's property, upon construction of the substantially modified or new drainage improvements.

11. **Mechanics and Other Liens.** Owner shall not suffer, create or permit any mechanics liens or other liens to be filed against the City's Easement by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Owner. Owner agrees to comply with the requirements of applicable law with respect to the bonding requirements of all contractors working within the City's Easement.
12. **City Warranties.** The City represents warrants and covenants that the Easement is within the City's jurisdiction, and Owner will have the right to use the Easement. Further, the City, and its municipal officers executing this Agreement have the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement and have taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Agreement. The Agreement and documents to be executed and delivered by the City are valid, binding and enforceable in accordance with their respective terms and conditions.
13. **Authority.** Owner represents, warrants and covenants with the City that Owner and its representatives executing this Agreement have the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement and have taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Agreement. Owner agrees that this Agreement and all other documents to be executed and delivered by Owner in connection with the consummation of this Agreement are valid, binding and enforceable in accordance with their respective terms and conditions.
14. **Toxic or Hazardous Materials.** Owner, its officers, agents, or employees have not used, discharged or stored and will not use, discharge or store, any hazardous or toxic materials on or about the Easement and Owner has received no written notice with respect to hazardous waste or toxic substances on or under the Easement. To the best of Owner's knowledge, no such toxic or hazardous materials are now located on or below the City's Easement area.
15. **Waiver.** No waiver of any condition or legal right or remedy shall be implied by the failure of the City or Owner to declare forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it shall be in writing signed by the waiving party. No waiver or breach of any condition shall be claimed or pleaded to exclude a future breach of the same conditional covenant. The mention in this Agreement or any specific right or remedy shall not preclude a party from exercising any other right or from having any other remedy or from maintaining an action to which it may be otherwise entitled either at law or equity.

16. **Validity.** If any term or provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable. Each term and provision of this Agreement shall be valid and enforceable to the extent permitted by law. In enforcing any terms or provisions of this Agreement, the Parties may pursue any and all remedies available at law or in equity.

17. **Dispute Resolution; Venue; Fees.** All claims, counterclaims, disputes and other matters in question between the City and Owner arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction. For any legal action arising out of or pertaining to this Agreement, the matter shall be presented to the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, or the federal District Court in the Southern District of the United States. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County, Florida. In any litigation, the parties agree to each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it, each party shall bear its own attorney fees and costs.

18. **Operations during Dispute.** In the event that a dispute, if any, arises between the City and Owner relating to this Agreement or its performance the Owner agrees to continue to fulfill its obligations in full compliance with all terms and conditions of this Agreement as required by the City.

19. **Legal Representation.** It is acknowledged and agreed that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement.

20. **Entire Agreement.** There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between City and Owner other than set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the City or Owner unless in writing and signed by them.

21. **Counterparts.** This Agreement may be executed in counterparts by the parties hereto and each shall be considered an original.

22. **Cooperation.** Both parties agree, when requested by the other, to join in or execute any and all permits, documents and instruments and to take all other actions in a timely manner in order to effectuate the terms and conditions of this Agreement.
23. **Recording.** The parties covenant agrees that this Agreement shall be recorded.
24. **Construction against the Drafter.** It is acknowledged that each of the parties to this Agreement has been fully represented by legal counsel and that the legal counsel has contributed substantially to the content of this Agreement. Accordingly, this Agreement shall not be more strictly construed against either party to this Agreement by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions contained in this Agreement.
25. **Additional Rights.** In addition to all other remedies at law and at equity, both parties shall have the right to seek specific performance of this contract and otherwise seek injunctive relief.
26. **Indemnification and Governmental Immunity.** City is a Florida Municipal Corporation, a political subdivision, as defined in Chapter 768/28, Florida Statutes. Owner shall indemnify, hold harmless, and at the City's option, defend the City, its officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorneys fees, court costs and expenses, caused by the negligent acts or omissions of the Owner, its employees, agents, servants or officers, or occurring, resulting from or related to the structural aspects of the improvements constructed within the City's Easement.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement as of the date first set forth hereinabove.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

APPROVED FOR FORM
AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY:

**CITY OF DANIA BEACH,
a Florida Municipal Corporation**

LORI LEWELLEN
MAYOR

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

EMERALD PALMS VENTURE LP
a Florida limited partnership

Signature

Signature

PRINT Name

PRINT Name

Signature

Title

PRINT Name

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on _____, 2020, by _____, as
_____ of Emerald Palms Venture LP, a Florida limited
partnership. He/she is personally known to me or has produced _____ as
identification.

Notary Public, State of Florida

Print Name

My Commission Expires:

EXHIBIT “A”
OWNER’S PROPERTY

EXHIBIT “B”

DRAINAGE FACILITIES WITHIN CITY’S RIGHT-OF-WAY

EXHIBIT A

Legal Description

PARCEL #1: BUILDING D-1 legally described as follows:

The West 67.0 feet of the East 286.0 feet of the following described parcel:

That part of Tract 7 in Section 36, Township 50 South, Range 41 East, according to the plat of NEWMAN'S SURVEY, recorded in Plat Book 2, page 26, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

Starting at the Southwest corner of Lot 6, Block 5, BROWARD GARDENS, according to the Plat thereof recorded in Plat Book 21, page 48, of the Public Records of Broward County; thence run South along the East right-of-way line of West Dixie Highway, (also called State Road 7) 4.0 feet; thence run East parallel to the South line of said Block 5 a distance of 150.0 feet to POINT OF BEGINNING; thence continued East parallel to said South line of Block 5 a distance of 338.0 feet; thence run North parallel to said West Dixie Highway 4.0 feet to said South line of Block 5; thence run East along said South line of Block 5 a distance of 502.0 feet; thence run South parallel to said West Dixie Highway a distance of 124.14 feet to the North right-of-way of Southwest 52nd Court; thence run West along the North right-of-way of Southwest 52nd Court, 840.0 feet to a point; thence North parallel to said West Dixie Highway, 122.34 feet to the POINT OF BEGINNING.

PARCEL #2: BUILDING D-2 legally described as follows:

The West 67.0 feet of the East 353.0 feet of the following described parcel:

That part of Tract 7 in Section 36, Township 50 South, Range 41 east, according to the Plat of NEWMAN'S SURVEY, recorded in Plat Book 2, page 26, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

Starting at the Southwest corner of Lot Six (6), Block Five (5), of BROWARD GARDENS, according to the Plat thereof recorded in Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run South along the East right-of-way line of West Dixie Highway (also called State Road 7), 4.0 feet; thence run East parallel to the South line of said Block 5 a distance of 150.0 feet to the POINT OF BEGINNING; thence continue East parallel to said South line of Block 5 a distance of 338.0 feet; thence run North parallel to said West Dixie Highway, 4.0 feet to said South line of Block 5; thence run East along said South line of Block 5 a distance of 502.0 feet; thence run South parallel to said West Dixie Highway a distance of 124.14 feet to the North right-of-way of Southwest 52nd Court; thence West along the North right-of-way line of Southwest 52nd Court, 840.0 feet to a point; thence run North parallel to said West Dixie Highway, 122.34 feet to the POINT OF BEGINNING.

PARCEL #3: BUILDING D-3 legally described as follows:

The West 67.0 feet of the East 420.0 feet of the following described parcel:

That part of Tract 7, Section 36, Township 50 South, Range 41 East, according to Plat of NEWMAN'S SURVEY, recorded at Plat Book 2, page 26, Public Records of Miami- Dade County, Florida, more particularly described as follows:

Starting at the Southwest corner of Lot Six (6), Block Five (5), BROWARD GARDENS according to Plat thereof recorded in Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run South along the East right-of-way line of West Dixie Highway (also called State Road 7), 4.0 feet; thence run East parallel to the South line of said Block 5, a distance of 150.0 feet to the POINT OF BEGINNING; thence continue East parallel to said South line of Block 5 338.0 feet; thence run North parallel to said West Dixie Highway 4.0 feet to said South line of Block 5; thence run East along said South line of Block 5 a distance of 502.0 feet; thence run South parallel to said West Dixie Highway a distance of 124.14 feet to the North right-of-way line of Southwest 52nd Court; thence run West along the North right-of-way line of Southwest 52nd Court 840.0 feet to a point; thence run North parallel to said West Dixie Highway 122.34 feet to the POINT OF BEGINNING.

PARCEL #4: BUILDING D-4 legally described as follows:

The West 74 feet of the following described property:

That portion of Tracts 7 & 8 of Section 36, Township 50 South, Range 41 East, according to the JOHN W. NEWMAN Plat recorded in Plat Book 2, page 26, Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southeast corner of BROWARD GARDENS, according to Plat thereof recorded in Plat Book 21, page 48, Public Records of Broward County, Florida; thence run Westerly along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace for a Point of Beginning; thence run Southerly along said Easterly right-of-way line a distance of 112 feet; thence run Easterly and parallel to the Southern boundary of said BROWARD GARDENS a distance of 608 feet to a point; thence Northerly parallel to the Easterly right-of-way line of Southwest 43rd Terrace a distance of 108.30 feet to a point on the South boundary of said BROWARD GARDENS; thence run Westerly a distance of 608 feet to the POINT OF BEGINNING.

PARCEL #5: BUILDING D-5 legally described as follows:

The East 66.75 feet of the West 140.75 feet of the following described property:

That portion of Tracts 7 & 8 of Section 36, Township 50 South, Range 41 East, according to the JOHN W. NEWMAN Plat recorded in Plat Book 2, page 26, Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commencing at the Southeast corner of BROWARD GARDENS according to Plat thereof recorded in Plat Book 21, page 48, Public Records of Broward County, Florida; thence run Westerly along the South line of BROWARD GARDENS a distance of 1082.62 feet to point on the Easterly right-of-way line of Southwest 43rd Terrace for a Point of Beginning; thence run Southerly along said Easterly right-of-way line a distance of 112 feet; thence run Easterly and parallel to the Southern boundary of said BROWARD GARDENS a distance of 608.0 feet to a point; thence Northerly parallel to the Easterly right-of-way line

of Southwest 43rd Terrace a distance of 108.30 feet to a point on the South boundary of said BROWARD GARDENS; thence run Westerly a distance of 608 feet to the POINT OF BEGINNING.

PARCEL #6: BUILDING D-6 and legally described as follows:

The East 66.75 feet of the West 207.50 feet of the following described property:

That portion of Tracts 7 & 8 of Section 36, Township 50 South, Range 41 East, according to JOHN W. NEWMAN PLAT recorded in Plat Book 2, page 26, Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southeast corner of BROWARD GARDENS, according to Plat thereof recorded in Plat Book 21, page 48, Public Records of Broward County, Florida; thence run Westerly along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace for a Point of Beginning; thence run Southerly along said Easterly right-of-way line a distance of 112 feet; thence run Easterly and parallel to the Southern boundary of said BROWARD GARDENS a distance of 608.0 feet to a point; thence Northerly parallel to the Easterly right-of-way line of Southwest 43rd Terrace a distance of 108.30 feet to a point on the South boundary of said BROWARD GARDENS; thence run Westerly a distance of 608.0 feet to the POINT OF BEGINNING.

PARCEL #7: BUILDING D-7 legally described as follows:

The East 66.75 feet of the West 274.25 feet of the following described property:

That portion of Tracts 7 & 8, of Section 36, Township 50 South, Range 41 East, according to JOHN W. NEWMAN PLAT recorded in Plat Book 2, page 26, Public Records of Miami-Dade County, Florida; more particularly described as follows:

Commence at the Southeast corner of BROWARD GARDENS, according to Plat thereof recorded in Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run Westerly along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace for a Point of Beginning; thence run Southerly along said Easterly right-of-way line a distance of 112.0 feet; thence run Easterly and parallel to the Southern boundary of said BROWARD GARDENS a distance of 608.0 feet to a point; thence Northerly parallel to the Easterly right-of-way line of Southwest 43rd Terrace a distance of 108.30 feet to a point on the South boundary of said BROWARD GARDENS; thence run Westerly a distance of 608.0 feet to the POINT OF BEGINNING.

PARCEL #8: BUILDING D-8 and legally described as follows:

The East 66.75 feet of the west 341.0 feet of the following described property:

That portion of Tracts 7 & 8, Section 36, Township 50 South, Range 41 East, according to JOHN W. NEWMAN PLAT recorded in Plat Book 2, page 26, Public Records of Miami-Dade County, Florida more particularly described as follows:

Commence at the Southeast corner of BROWARD GARDENS according to Plat thereof recorded in Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run Westerly along the

South line of BROWARD GARDENS a distance of 1082.62 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace for a POINT OF BEGINNING; thence run Southerly along said Easterly right-of-way line a distance of 112.0 feet; thence run Easterly and parallel to the Southern boundary of said BROWARD GARDENS a distance of 608.0 feet to a point; thence Northerly parallel to the Easterly right-of-way line of Southwest 43rd Terrace a distance of 108.30 feet to a point on the South boundary of said BROWARD GARDENS; thence run Westerly a distance of 608.0 feet to the POINT OF BEGINNING.

PARCEL #9: BUILDING D-9 legally described as follows:

The East 66.75 feet of the West 407.75 feet of the following described property:

That portion of Tracts 7 & 8 of Section 36, Township 50 South, Range 41 East, according to JOHN W. NEWMAN PLAT recorded in Plat Book 2, page 26, Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southeast corner of BROWARD GARDENS according to the Plat thereof recorded in Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run Westerly along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace for a POINT OF BEGINNING; thence run Southerly along said Easterly right-of-way line a distance of 112.0 feet; thence run Easterly and parallel to the Southern boundary of said BROWARD GARDENS a distance of 608.0 feet to a point; thence Northerly parallel to the Easterly right-of-way line of Southwest 43rd Terrace a distance of 108.30 feet to a point on the South boundary of said BROWARD GARDENS; thence run westerly a distance of 608.0 feet to the POINT OF BEGINNING.

PARCEL #10: BUILDING D-10 legally described as follows:

The East 66.75 feet of the West 474.50 feet of the following described property:

That portion of Tracts 7 & 8 of Section 36, Township 50 South, Range 41 East, according to JOHN W. NEWMAN PLAT recorded in Plat Book 2, page 26, Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southeast corner of BROWARD GARDENS according to Plat thereof recorded in Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run Westerly along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace for a point of POINT OF BEGINNING; thence run Southerly along said Easterly right-of-way line a distance of 112.0 feet; thence run Easterly and parallel to the Southern boundary of said BROWARD GARDENS a distance of 608.0 feet to a point; thence Northerly parallel to the Easterly right-of-way line of Southwest 43rd Terrace a distance of 108.30 feet to a point on the South boundary of said BROWARD GARDENS; thence run Westerly a distance of 608.0 feet to the POINT OF BEGINNING.

PARCEL #11: BUILDING D-11 legally described as follows:

The East 66.75 feet of the West 541.25 feet of the following described property:

That portion of Tracts 7 & 8 of Section 36, Township 50 South, Range 41 East according to JOHN W. NEWMAN PLAT, recorded in Plat Book 2, page 26, Public Records of Miami-Dade County, Florida more particularly described as follows:

Commence at the Southeast corner of BROWARD GARDENS according to the Plat thereof recorded in Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run Westerly along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace for a POINT OF BEGINNING; thence run Southerly along said Easterly right-of-way line a distance of 112.0 feet; thence run Easterly and parallel to the Southern boundary of said BROWARD GARDENS a distance of 608.0 feet to a point; thence Northerly parallel to the Easterly right-of-way line of Southwest 43rd Terrace a distance of 108.30 feet to a point on the South boundary of said BROWARD GARDENS; thence run Westerly a distance of 608.0 feet to the POINT OF BEGINNING.

PARCEL #12: BUILDING D-12 legally described as follows:

The East 66.75 feet of the following described property:

That portion of Tracts 7 & 8 of Section 36, Township 50 South, Range 41 East, according to JOHN W. NEWMAN PLAT recorded in Plat Book 2, page 26, Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southeast corner of BROWARD GARDENS according to Plat thereof recorded in Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run Westerly along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace for a POINT OF BEGINNING; thence run Southerly along said Easterly right-of-way line a distance of 112.0 feet; thence run Easterly and parallel to the Southern boundary of said BROWARD GARDENS a distance of 608.0 feet to a point; thence Northerly parallel to the Easterly right-of-way line of Southwest 43rd Terrace a distance of 108.30 feet to a point on the South boundary of said BROWARD GARDENS; thence run Westerly a distance of 608.0 feet to the POINT OF BEGINNING.

PARCEL #13: BUILDING D-13 legally described as follows:

The East 66.75 feet of: That portion of Tracts 7 & 8, of Section 36, Township 50 South, Range 41 East, according to JOHN W. NEWMAN PLAT recorded in Plat Book 2, page 26, Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southeast corner of BROWARD GARDENS according to Plat thereof recorded in Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run Westerly along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace; thence run Southerly along the Easterly right-of-way line of Southwest 43rd Terrace for a distance of 412.0 feet to a point on the Southerly right-of-way line of Southwest 53rd Street to the POINT OF BEGINNING; thence run Easterly along the Southerly right-of-way line of Southwest 53rd Street a distance of 608.0 feet to a point; thence run Southerly and parallel with the Easterly right-of-way of Southwest 43rd Terrace a distance of 100.0 feet to a point; thence run Westerly and parallel with the Southerly right-of-way line of Southwest 53rd Street a distance of 608.0 feet to a point; thence run Northerly along the Easterly right-of-way line of Southwest 43rd Terrace a distance of 100.0 feet to the POINT OF BEGINNING.

PARCEL #14: BUILDING D-14 legally described as follows:

The East 66.75 feet of the West 541.25 feet of:

That portion of Tracts 7 & 8 of Section 36, Township 50 South, Range 41 East, according to the JOHN W. NEWMAN PLAT recorded in Plat Book 2, page 26, Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southeast corner of BROWARD GARDENS according to Plat thereof recorded in Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run Westerly along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace; thence run Southerly along the Easterly right-of-way line of Southwest 43rd Terrace for a distance of 412.0 feet to a point on the Southerly right-of-way line of Southwest 53rd Street to the POINT OF BEGINNING; thence run Easterly along the Southerly right-of-way line of Southwest 53rd Street a distance of 608.0 feet to a point; thence run Southerly and parallel with the Easterly right-of-way line of Southwest 43rd Terrace a distance of 100.0 feet to a point; thence run Westerly and parallel with the Southerly right-of-way line of Southwest 53rd Street a distance of 608.0 feet to a point; thence run Northerly along the Easterly right-of-way line of Southwest 43rd Terrace a distance of 100.0 feet to the POINT OF BEGINNING, LESS the South 4.95 feet.

PARCEL #15: BUILDING D-15 legally described as follows:

The East 66.75 feet of the West 474.50 feet of:

That portion of Tracts 7 & 8, Section 36, Township 50 South, Range 41 East, according to JOHN W. NEWMAN PLAT, recorded in Plat Book 2, page 26, Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southeast corner of BROWARD GARDENS, according to the Plat thereof recorded in Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run Westerly along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace; thence run Southerly along the Easterly right-of-way line of Southwest 43rd Terrace for a distance of 412.0 feet to a point on the Southerly right-of-way line of Southwest 53rd Street to the POINT OF BEGINNING; thence run Easterly along the Southerly right-of-way line of Southwest 53rd Street a distance of 608.0 feet to a point; thence run Southerly and parallel with the Easterly right-of-way line of Southwest 43rd Terrace a distance of 100.0 feet to a point; thence run Westerly and parallel with the Southerly right-of-way line of Southwest 53rd Street a distance of 608.0 feet to a point; thence run Northerly along the Easterly right-of-way line of Southwest 43rd Terrace a distance of 100.0 feet to the POINT OF BEGINNING, LESS the South 4.95 feet.

PARCEL #16: BUILDING D-16 legally described as follows:

The East 66.75 feet of the West 407.75 feet of:

That portion of Tracts 7 & 8, Section 36, Township 50 South, Range 41 East, according to JOHN W. NEWMAN PLAT recorded in Plat Book 2, page 26, Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southeast corner of BROWARD GARDENS according to the Plat thereof recorded in Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run Westerly along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace; thence run Southerly along the Easterly right-of-way line of Southwest 43rd Terrace for a distance of 412.0 feet to a point on the Southerly right-of-way line of Southwest 53rd Street to the POINT OF BEGINNING; thence run Easterly along the Southerly right-of-way line of Southwest 53rd Street a distance of 608.0 feet to a point; thence run Southerly and parallel with the Easterly right-of-way line of Southwest 43rd Terrace a distance of 100.0 feet to a point; thence run Westerly and parallel with the Southerly right-of-way line of Southwest 53rd Street a distance of 608.0 feet to a point; thence run Northerly along the Easterly right-of-way line of Southwest 43rd Terrace a distance of 100.0 feet to the POINT OF BEGINNING, LESS the South 4.95 feet.

PARCEL #17: BUILDING D-17 legally described as follows:

The East 66.75 feet of the West 341.00 feet of:

That portion of Tracts 7 & 8, Section 36, Township 50 South, Range 41 East according to JOHN W. NEWMAN PLAT recorded in Plat Book 2, page 26, Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southeast corner of BROWARD GARDENS according to the Plat thereof recorded in Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run Westerly along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace; thence run Southerly along the Easterly right-of-way line of Southwest 43rd Terrace for a distance of 412.00 feet to a point on the Southerly right-of-way line of Southwest 53rd Street to the POINT OF BEGINNING; thence run Easterly along the Southerly right-of-way line of Southwest 53rd Street a distance of 608.00 feet; thence run Southerly and parallel with the Easterly right-of-way of Southwest 43rd Terrace a distance of 100.00 feet to a point; thence run Westerly and parallel with the Southerly right-of-way of Southwest 53rd Street a distance of 608.00 feet to a point; thence run Northerly along the Easterly right-of-way line of Southwest 43rd Terrace a distance of 100.00 feet to the POINT OF BEGINNING, LESS the South 4.95 feet.

PARCEL #18: BUILDING D-18 legally described as follows:

The East 66.75 feet of the West 274.25 feet of:

That portion of Tracts 7 & 8, Section 36, Township 50 South, Range 41 East, according to JOHN W. NEWMAN PLAT, recorded in Plat Book 2, page 26, Public records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southeast corner of BROWARD GARDENS according to Plat thereof recorded in Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run Westerly along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace; thence run Southerly along the Easterly right-of-way line of Southwest 43rd Terrace for a distance of 412.0 feet to a point on the Southerly right-of-way line of Southwest 53rd Street to the Point of Beginning; thence run Easterly along the Southerly right-of-way line of Southwest 53rd Street a distance of 608.0 feet to a point; thence run Southerly and parallel with the Easterly right-of-way line of Southwest 43rd Terrace a distance of 100.0 feet to a point; thence run Westerly and parallel

with the Southerly right-of-way line of Southwest 53rd Street a distance of 608.0 feet to a point; thence run Northerly along the Easterly right-of-way line of Southwest 43rd Terrace a distance of 100.0 feet to the POINT OF BEGINNING.

PARCEL #19: BUILDING D-19 legally described as follows:

The East 66.75 feet of the West 207.50 feet of:

That portion of Tracts 7 and 8, Section 36, Township 50 South, Range 41 East, according to the JOHN W. NEWMAN Plat recorded in Plat Book 2, page 26, Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southeast corner of BROWARD GARDENS, according to Plat thereof recorded in Plat Book 21, page 48 of the Public Records of Broward County, Florida; thence run Westerly along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace; thence run Southerly along the Easterly right-of-way line of Southwest 43rd Terrace for a distance of 412.0 feet to a point on the Southerly right-of-way line of Southwest 53rd Street to the Point of Beginning; thence run Easterly along the Southerly right-of-way line of Southwest 53rd Street a distance of 608.0 feet to a point; thence run Southerly and parallel with the Easterly right-of-way line of Southwest 43rd Terrace a distance of 100.0 feet to a point; thence run Westerly and parallel with the Southerly right-of-way line of Southwest 53rd Street a distance of 608.0 feet to a point; thence run Northerly along the Easterly right-of-way line of Southwest 43rd Terrace a distance of 100.0 feet to the POINT OF BEGINNING.

PARCEL #20: BUILDING D-20 legally described as follows:

The East 66.75 feet of the west 140.75 feet of:

That portion of Tracts 7 & 8 of Section 36, Township 50 South, Range 41 East, according to JOHN W. NEWMAN PLAT recorded in Plat Book 2, page 26, Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southeast corner of BROWARD GARDENS according to Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run Westerly along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace; thence run Southerly along the Easterly right-of-way line of Southwest 43rd Terrace for a distance of 412.0 feet to a point on the Southerly right-of-way line of Southwest 53rd Street to the Point of Beginning; thence run Easterly along the Southerly right-of-way line of Southwest 53rd Street a distance of 608.0 feet to a point; thence run Southerly and parallel with the Easterly right-of-way line of Southwest 43rd Terrace a distance of 100.0 feet to a point; thence run Westerly and parallel with the Southerly right-of-way line of Southwest 53rd Street a distance of 608.0 feet; thence run Northerly along the Easterly right-of-way line of Southwest 43rd Terrace a distance of 100.0 feet to the POINT OF BEGINNING.

PARCEL #21: BUILDING D-21 legally described as follows:

The West 74.0 feet of:

That portion of Tracts 7 & 8 of Section 36, Township 50 South, Range 41 East, according to JOHN W. NEWMAN PLAT, recorded in Plat Book 2, page 26, Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southeast corner of BROWARD GARDENS according to the Plat thereof recorded in Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run Westerly along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace; thence run Southerly along the Easterly right-of-way line of Southwest 43rd Terrace for a distance of 412.0 feet to a point on the Southerly right-of-way line of Southwest 53rd Street to the Point of Beginning; thence run Easterly along the Southerly right-of-way line of Southwest 53rd Street a distance of 608.0 feet to a point; thence run Southerly and parallel with the Easterly right-of-way of Southwest 43rd Terrace a distance of 100.0 feet to a point; thence run Westerly and parallel with the Southerly right-of-way line of Southwest 53rd Street a distance of 608.0 feet to a point; thence run Northerly along the Easterly right-of-way line of Southwest 43rd Terrace a distance of 100.0 feet to the POINT OF BEGINNING.

PARCEL #22: BUILDING D-22 legally described as follows:

The East 90.0 feet of the West 375.0 feet of:

The East 450.0 feet of the West 500.0 feet of the North 106.0 feet of the South 412.0 feet of the following parcel:

Beginning at the Southeast corner of Tract 8, in Section 36, Township 50 South, Range 41 East, according to the Plat of NEWMAN'S SURVEY recorded in Plat Book 2, page 26, of the Public Records of Miami-Dade County, Florida; thence run Northerly along the East line of said Tract 8 to the Southeast corner of the Subdivision of BROWARD GARDENS, according to Plat thereof recorded in Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run West along the South line of said subdivision 1132.0 feet; thence run South parallel to the West Dixie Highway (also called State Road #7) to the South line of Tract 7 in said Section 36; thence run East along the South line of said Tracts 7 & 8 to the Point of Beginning.

SUBJECT to a road easement over the South 25.0 feet thereof.

PARCEL #23: BUILDING D-23 legally described as:

The East 90.0 feet of the West 285.0 feet of:

The East 450.0 feet of the West 500.0 feet of the North 106.0 feet of the South 412.0 feet of the following parcel:

Beginning at the Southeast corner of Tract 8, in Section 36, Township 50 South, Range 41 East, according to the Plat of NEWMAN'S SURVEY recorded in Plat Book 2, page 26, of the Public Records of Miami-Dade County, Florida; thence run Northerly along the East line of said Tract 8 to the Southeast corner of BROWARD GARDENS according to Plat thereof recorded in Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run West along the South line of said BROWARD GARDENS a distance of 1132.0 feet; thence run Southerly and parallel to the West Dixie Highway (also called State Road #7) to the South line of Tract 7 in said Section 36; thence run East along the South line of Tracts 7 & 8 to POINT OF BEGINNING.

SUBJECT TO a road easement over the South 25.0 feet thereof.

PARCEL #24: BUILDING D-24 legally described as follows:

The East 90.0 feet of the West 195.0 feet of:

The East 450.0 feet of the West 500.0 feet of the North 106.0 feet of the South 412.0 feet of the following parcel:

Beginning at the Southeast corner of Tract 8 in Section 36, Township 50 South, Range 41 East, according to the Plat of NEWMAN'S SURVEY recorded in Plat Book 2, page 26, of the Public Records of Miami-Dade County, Florida; thence run Northerly along the East line of said Tract 8 to the Southeast corner of BROWARD GARDENS according to Plat thereof recorded in Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run West along South line of said BROWARD GARDENS 1132.0 feet; thence run South parallel to the West Dixie Highway (also called State Road #7) to the South line of Tract 7 in said Section 36; thence run Easterly along the South line of Tracts 7 & 8 to the POINT OF BEGINNING.

SUBJECT to a road easement over the South 25.0 feet thereof.

PARCEL #25: BUILDING D-25 legally described as follows:

The west 105.0 feet of the East 450.0 feet of the West 500.0 feet of the North 106.0 feet of the South 412.0 feet of the following parcel:

Beginning at the Southeast corner of Tract 8 in Section 36, Township 50 South, Range 41 East, according to the Plat of NEWMAN'S SURVEY recorded in Plat Book 2 at page 26 of the Public Records of Miami-Dade County, Florida; thence run Northerly along the Easterly line of said Tract 8 to the Southeast corner of BROWARD GARDENS according to Plat thereof recorded in Plat Book 21, page 48 of the Public Records of Broward County, Florida; thence run West along the South line of said BROWARD GARDENS 1132.0 feet; thence run South parallel to the West Dixie Highway (Also called State Road #7) to the South line of Tract 7 in said Section 36; thence run East along the South line of said Tracts 7 & 8 to the POINT OF BEGINNING.

SUBJECT to a road easement over the South 25.0 feet thereof.

PARCEL #26: BUILDINGS D-26 and D-27 located legally described as follows:

Lots 15 & 16, ELLA'S LITTLE ACRES, according to Plat thereof recorded in Plat Book 34, page 7, Public Records of Broward County, Florida.

PARCEL #27: BUILDING D-28 legally described as follows:

Lots 27A and 27B, C & S SUBDIVISION, according to Plat thereof recorded at Plat Book 89, page 40, Public Records of Broward County, Florida.

PARCEL #28: BUILDING D-29 legally described as follows:

Lots 28A & 28B, C & S SUBDIVISION, according to Plat thereof recorded in Plat Book 89, page 40, Public Records of Broward County, Florida.

PARCEL #29: BUILDING D-30 legally described as follows:

Lot Eight (8), in Block Six (6), of BROWARD GARDENS, according to Plat thereof recorded in Plat Book 21, page 48, Public Records of Broward County, Florida.

PARCEL #30: BUILDING D-31 legally described as follows:

The South 60.0 feet of the North 156.0 feet of Lots Twelve (12) and Thirteen (13) LESS the West 12.0 feet of Lot Twelve (12), and LESS that portion lying within 35.0 feet of a point 35.0 feet North of and 3.0 feet West of the Southwest corner of Lot Twelve (12) all in Block Six (6), of BROWARD GARDENS, according to the Plat thereof recorded in Plat Book 21, page 48, Public Records of Broward County, Florida;

PARCEL #31: BUILDING 12-P-1 legally described as follows:

The East 65.0 feet of the West 195.0 feet of the following described property, situate, lying and being in Broward County, Florida, as follows:

That part of Tract 7 of Section 36, Township 50 South, Range 41 East, according to the Plat of NEWMAN'S SURVEY as recorded in Plat Book 2, page 26 of the Public Records of Miami-Dade County, Florida, described as follows: Starting at the Southeast corner of the subdivision of BROWARD GARDENS, according to the Plat thereof as recorded in Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run West along the South line of said BROWARD GARDENS, 1132.0 feet; thence South and parallel to the centerline of West Dixie Highway 724.0 feet more or less to a point located 200.0 feet North of the South line of said Tract 7, being the Point of Beginning for this description; thence, continue South and parallel to said centerline 200.0 feet to said South line of Tract 7; thence, West along said South line of Tract 7, a distance of 914.6 feet more or less to a point located 200.0 feet East of said centerline of West Dixie Highway; thence, North and parallel to said centerline 200.0 feet; thence, East and parallel to said South line of Tract 7, a distance of 914.6 feet more or less to the Point of Beginning; LESS THEREFROM the West 456.75 feet thereof, and LESS the North 50.0 feet thereof, for right-of-way of SW 54th Street. SUBJECT TO an easement over the South 12.0 feet of the above described property reserved for a utility easement.

PARCEL #32: BUILDING 12-P-2 legally described as follows:

The East 65.0 feet of the West 130.00 feet of the following described property, situate, lying and being in Broward County, Florida, as follows:

That part of Tract 7 of Section 36, Township 50 South, Range 41 East, according to the Plat of NEWMAN'S SURVEY as recorded in Plat Book 2, page 26 of the Public Records of Miami-Dade County, Florida, described as follows: Starting at the Southeast corner of the subdivision of BROWARD

GARDENS, according to the Plat thereof as recorded in Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run West along the South line of said BROWARD GARDENS, 1132.0 feet; thence South and parallel to the centerline of West Dixie Highway 724.0 feet more or less to a point located 200.0 feet North of the South line of said Tract 7, being the Point of Beginning for this description; thence, continue South and parallel to said centerline 200.0 feet to said South line of Tract 7; thence, West along said South line of Tract 7, a distance of 914.6 feet more or less to a point located 200.0 feet East of said centerline of West Dixie Highway; thence, North and parallel to said centerline 200.0 feet; thence, East and parallel to said South line of Tract 7, a distance of 914.6 feet more or less to the Point of Beginning; LESS THEREFROM the West 456.75 feet thereof, and LESS the North 50.0 feet thereof, for right-of-way of SW 54th Street.

SUBJECT TO an easement over the South 12.0 feet of the above described property reserved for a utility easement.

PARCEL #33: BUILDING 12-P-3 legally described as follows:

The West 65.0 feet of the following described property, situate, lying and being in Broward County, Florida, as follows:

That part of Tract 7 of Section 36, Township 50 South, Range 41 East, according to the Plat of NEWMAN'S SURVEY as recorded in Plat Book 2, page 26 of the Public Records of Miami-Dade County, Florida, described as follows: Starting at the Southeast corner of the subdivision of BROWARD GARDENS, according to the Plat thereof as recorded in Plat Book 21, page 46, of the Public Records of Broward County, Florida; thence run West along the South line of said BROWARD GARDENS, 1132.0 feet; thence South and parallel to the centerline of West Dixie Highway 724.0 feet more or less to a point located 200.0 feet North of the South line of said Tract 7, being the Point of Beginning for this description; thence, continue South and parallel to said centerline 200.0 feet to said South line of Tract 7; thence, West along said South line of Tract 7, a distance of 914.6 feet more or less to a point located 200.0 feet East of said centerline of West Dixie Highway; thence, North and parallel to said centerline 200.0 feet; thence, East and parallel to said South line of Tract 7, a distance of 914.6 feet more or less to the Point of Beginning; LESS THEREFROM the West 456.75 feet thereof, and LESS the North 50.0 feet thereof, for right-of-way of SW 54th Street.

SUBJECT TO an easement over the South 12.0 feet of the above described property reserved for a utility easement.

PARCEL #34: Pool on 53rd Court, legally described as follows:

The East 75.0 feet of:

The East 450.0 feet of the West 500.0 feet of the North 106.0 feet of the South 412.0 feet of the following parcel:

Beginning at the Southeast corner of Tract 8, in Section 36, Township 50 South, Range 41 East, according to the Plat of NEWMAN'S SURVEY recorded in Plat Book 2, page 26, of the Public Records of Miami-Dade County, Florida; then run Northerly along East line of said Tract 8 to the Southeast corner of BROWARD GARDENS, according to Plat thereof recorded at Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run West along the South line of said BROWARD GARDENS a distance of 1132.0 feet; thence run South parallel to the West Dixie Highway (also called

State Road #7) to the South Line of Tract 7 in said Section 36; thence run East along the South line of said Tracts 7 & 8, to POINT OF BEGINNING.

SUBJECT TO a road easement over all that part of a cul-de-sac lying within 36.0 feet of a radius point located on the South line of said parcel, 36.0 feet West of the East line of said Parcel.

PARCEL #35: BUILDING 8-A, legally described as:

Lots 1, 2, 3 & 4 of CHAMBERS ESTATES, according to Plat thereof recorded in Plat Book 102, page 38, Public Records of Broward County, Florida.

PARCEL #36: BUILDINGS 1 through 10

BUILDING 1 legally described as:

The West 128.0 feet of the South (S 1/2) Half of the following described property:

That portion of Tracts 7 & 8 as shown on the Plat of NEWMAN'S SURVEY of Section 36, Township 50 South, Range 41 East as recorded in Plat Book 2, page 26, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commencing at the Southeast corner of BROWARD GARDENS, according to Plat thereof recorded in Plat Book 21, page 48, Public Records of Broward County, Florida; thence run Westerly and along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point; thence run South and along the Easterly right-of-way line of S.W. 43rd Terrace a distance of 162.0 feet to the POINT OF BEGINNING; thence run Easterly on a line parallel with said South Line of BROWARD GARDENS (said line being the Southerly right-of-way line of Southwest 52nd Court) a distance of 608.0 feet to a point; thence run Southerly and parallel to the Easterly right-of-way line of Southwest 43rd Terrace a distance of 200.0 feet to a point; thence run Westerly along a line parallel with the South line of BROWARD GARDENS, (said line also known as the North right-of-way line of Southwest 53rd Street) a distance of 608.0 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace; thence run Northerly and along the Easterly right-of-way line of Southwest 43rd Terrace a distance of 200.0 feet to the POINT OF BEGINNING.

PARCEL #37: BUILDINGS 1 through 10

BUILDING 2 legally described as:

The East 120.0 feet of the West 248.0 feet of the South (S 1/2) Half of the following described property:

That portion of Tracts 7 & 8 as shown on the Plat of NEWMAN'S SURVEY of Section 36, Township 50 South, Range 41 East as recorded in Plat Book 2, page 26, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commencing at the Southeast corner of BROWARD GARDENS, according to Plat thereof recorded in Plat Book 21, page 48, Public Records of Broward County, Florida; thence run Westerly and along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point; thence run South and along the Easterly right-of-way line of S.W. 43rd Terrace a distance of 162.0 feet to the POINT OF

BEGINNING; thence run Easterly on a line parallel with said South line of BROWARD GARDENS (said line being the Southerly right-of-way line of Southwest 52nd Court) a distance of 608.0 feet to a point; thence run Southerly and parallel to the Easterly right-of-way line of Southwest 43rd Terrace a distance of 200.0 feet to a point; thence run Westerly along a line parallel with the South line of BROWARD GARDENS, (said line also known as the North right-of-way line of Southwest 53rd Street) a distance of 608.0 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace; thence run Northerly and along the Easterly right-of-way line of Southwest 43rd Terrace a distance of 200.0 feet to the POINT OF BEGINNING.

PARCEL #38: BUILDINGS 1 through 10

BUILDING 3 legally described as:

The East 120.0 feet of the West 368.0 feet of the South (S 1/2) Half of the following described property:

That portion of Tracts 7 & 8 as shown on the Plat of NEWMAN'S SURVEY of Section 36, Township 50 South, Range 41 East as recorded in Plat Book 2, page 26, of the Public Records of Dade County, Florida, more particularly described as follows:

Commencing at the Southeast corner of BROWARD GARDENS, according to Plat thereof recorded in Plat Book 21, page 48, Public Records of Broward County, Florida; thence run Westerly and along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point; thence run South and along the Easterly right-of-way line of S.W. 43rd Terrace a distance of 162.0 feet to the POINT OF BEGINNING; thence run Easterly on a line parallel with said South line of BROWARD GARDENS (said line being the Southerly right-of-way line of Southwest 52nd Court) a distance of 608.0 feet to a point; thence run Southerly and parallel to the Easterly right-of-way line of Southwest 43rd Terrace a distance of 200.0 feet to a point; thence run Westerly along a line parallel with the South line of BROWARD GARDENS, (said line also known as the North right-of-way line of Southwest 53rd Street) a distance of 608.0 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace; thence run Northerly and along the Easterly right-of-way line of Southwest 43rd Terrace a distance of 200.0 feet to the POINT OF BEGINNING.

PARCEL #39: BUILDINGS 1 through 10

BUILDING 4 legally described as:

The East 120.0 feet of the West 488.0 feet of the South Half (S 1/2) of the following described property:

That portion of Tracts 7 & 8 as shown on the Plat of NEWMAN'S SURVEY of Section 36, Township 50 South, Range 41 East as recorded in Plat Book 2, page 26, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commencing at the Southeast corner of BROWARD GARDENS, according to Plat thereof recorded in Plat Book 21, page 48, Public Records of Broward County, Florida; thence run Westerly and along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point; thence run South and along the Easterly right-of-way line of S.W. 43rd Terrace a distance of 162.0 feet to the POINT OF BEGINNING; thence run Easterly on a line parallel with said South line of BROWARD GARDENS (said line being the Southerly right-of-way line of Southwest 52nd Court) a distance of 608.0 feet to a point; thence run Southerly and parallel to the Easterly right-of-way line of Southwest 43rd Terrace a

distance of 200.0 feet to a point; thence run Westerly along a line parallel with the South line of BROWARD GARDENS, (said line also known as the North right-of-way line of Southwest 53rd Street) a distance of 608.0 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace; thence run Northerly and along the Easterly right-of-way line of Southwest 43rd Terrace a distance of 200.0 feet to the POINT OF BEGINNING.

PARCEL #40: BUILDINGS 1 through 10

BUILDING 5 legally described as:

The East 120.0 feet of the South Half (S 1/2) of the following described property:

That portion of Tracts 7 & 8 as shown on the Plat of NEWMAN'S SURVEY of Section 36, Township 50 South, Range 41 East as recorded in Plat Book 2, page 26, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commencing at the Southeast corner of BROWARD GARDENS, according to Plat thereof recorded in Plat Book 21, page 48, Public Records of Broward County, Florida; thence run Westerly and along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point; thence run South and along the Easterly right-of-way line of S.W. 43rd Terrace a distance of 162.0 feet to the POINT OF BEGINNING; thence run Easterly on a line parallel with said South line of BROWARD GARDENS (said line being the Southerly right-of-way line of Southwest 52nd Court) a distance of 608.0 feet to a point; thence run Southerly and parallel to the Easterly right-of-way line of Southwest 43rd Terrace a distance of 200.0 feet to a point; thence run Westerly along a line parallel with the South line of BROWARD GARDENS, (said line also known as the North right-of-way line of Southwest 53rd Street) a distance of 608.0 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace; thence run Northerly and along the Easterly right-of-way line of Southwest 43rd Terrace a distance of 200.0 feet to the POINT OF BEGINNING.

PARCEL #41: BUILDINGS 1 through 10

BUILDING 6 legally described as:

The West 128.0 feet of the North Half (N 1/2) of the following described property:

That portion of Tracts 7 & 8 as shown on the Plat of NEWMAN'S SURVEY of Section 36, Township 50 South, Range 41 East as recorded in Plat Book 2, page 26, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commencing at the Southeast corner of BROWARD GARDENS, according to Plat thereof recorded in Plat Book 21, page 48, Public Records of Broward County, Florida; thence run Westerly and along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point; thence run South and along the Easterly right-of-way line of S.W. 43rd Terrace a distance of 162.0 feet to the POINT OF BEGINNING; thence run Easterly on a line parallel with said South line of BROWARD GARDENS (said line being the Southerly right-of-way line of Southwest 52nd Court) a distance of 608.0 feet to a point; thence run Southerly and parallel to the Easterly right-of-way line of Southwest 43rd Terrace a distance of 200.0 feet to a point; thence run westerly along a line parallel with the South line of BROWARD GARDENS, (said line also known as the North right-of-way line of Southwest 53rd Street) a distance of 608.0 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace; thence run

Northerly and along the Easterly right-of-way line of Southwest 43rd Terrace a distance of 200.0 feet to the POINT OF BEGINNING.

PARCEL #42: BUILDINGS 1 through 10

BUILDING 7 legally described as:

The East 120.0 feet of the West 248.0 feet of the North Half (N 1/2) of the following described property:

That portion of Tracts 7 & 8 as shown on the Plat of NEWMAN'S SURVEY of Section 36, Township 50 South, Range 41 East as recorded in Plat Book 2, page 26, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commencing at the Southeast corner of BROWARD GARDENS, according to Plat thereof recorded in Plat Book 21, page 48, Public Records of Broward County, Florida; thence run Westerly and along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point; thence run South and along the Easterly right-of-way line of S.W. 43rd Terrace a distance of 162.0 feet to the POINT OF BEGINNING; thence run Easterly on a line parallel with said South line of BROWARD GARDENS (said line being the Southerly right-of-way line of Southwest 52nd Court) a distance of 608.0 feet to a point; thence run Southerly and parallel to the Easterly right-of-way line of Southwest 43rd Terrace a distance of 200.0 feet to a point; thence run Westerly along a line parallel with the South line of BROWARD GARDENS, (said line also known as the North right-of-way line of Southwest 53rd Street) a distance of 608.0 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace; thence run Northerly and along the Easterly right-of-way line of Southwest 43rd Terrace a distance of 200.0 feet to the POINT OF BEGINNING.

PARCEL #43: BUILDINGS 1 through 10

BUILDING 8 legally described as:

The East 120.0 feet of the West 368.0 feet of the North Half (N 1/2) of the following described property:

That portion of Tracts 7 & 8 as shown on the Plat of NEWMAN'S SURVEY of Section 36, Township 50 South, Range 41 East as recorded in Plat Book 2, page 26, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commencing at the Southeast corner of BROWARD GARDENS, according to Plat thereof recorded in Plat Book 21, page 48, Public Records of Broward County, Florida; thence run Westerly and along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point; thence run South and along the Easterly right-of-way line of S.W. 43rd Terrace a distance of 162.0 feet to the POINT OF BEGINNING; thence run Easterly on a line parallel with said South line of BROWARD GARDENS (said line being the Southerly right-of-way line of Southwest 52nd Court) a distance of 608.0 feet to a point; thence run Southerly and parallel to the Easterly right-of-way line of Southwest 43rd Terrace a distance of 200.0 feet to a point; thence run Westerly along a line parallel with the South line of BROWARD GARDENS, (said line also known as the North right-of-way line of Southwest 53rd Street) a distance of 608.0 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace; thence run Northerly and along the Easterly right-of-way line of Southwest 43rd Terrace a distance of 200.0 feet to the POINT OF BEGINNING.

PARCEL #44: BUILDINGS 1 through 10

BUILDING 9 legally described as:

The East 120.0 feet of the West 488.0 feet of the North Half (N 1/2) of the following described property:

That portion of Tracts 7 & 8 as shown on the Plat of NEWMAN'S SURVEY of Section 36 Township 50 South, Range 41 East as recorded in Plat Book 2, page 26, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commencing at the Southeast corner of BROWARD GARDENS, according to Plat thereof recorded in Plat Book 21, page 48, Public Records of Broward County, Florida; thence run Westerly and along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point; thence run South and along the Easterly right-of-way line of S.W. 43rd Terrace a distance of 162.0 feet to the POINT OF BEGINNING; thence run Easterly on a line parallel with said South line of BROWARD GARDENS (said line being the Southerly right-of-way line of Southwest 52nd Court) a distance of 608.0 feet to a point; thence run Southerly and parallel to the Easterly right-of-way line of Southwest 43rd Terrace a distance of 200.0 feet to a point; thence run Westerly along a line parallel with the South line of BROWARD GARDENS, (said line also known as the North right-of-way line of Southwest 53rd Street) a distance of 608.0 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace; thence run Northerly and along the Easterly right-of-way line of Southwest 43rd Terrace a distance of 200.0 feet to the POINT OF BEGINNING.

PARCEL #45: BUILDINGS 1 through 10

BUILDING 10 legally described as:

The East 120.0 feet of the North Half (N 1/2) of the following described property:

That portion of Tracts 7 & 8 as shown on the Plat of NEWMAN'S SURVEY of Section 36, Township 50 South, Range 41 East as recorded in Plat Book 2, page 26, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commencing at the Southeast corner of BROWARD GARDENS, according to Plat thereof recorded in Plat Book 21, page 48, Public Records of Broward County, Florida; thence run Westerly and along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point; thence run South and along the Easterly right-of-way line of S.W. 43rd Terrace a distance of 162.0 feet to the POINT OF BEGINNING; thence run Easterly on a line parallel with said South line of BROWARD GARDENS (said line being the Southerly right-of-way line of Southwest 52nd Court) a distance of 608.0 feet to a point; thence run Southerly and parallel to the Easterly right-of-way line of Southwest 43rd Terrace a distance of 200.0 feet to a point; thence run Westerly along a line parallel with the South line of BROWARD GARDENS, (said line also known as the North right-of-way line of Southwest 53rd Street) a distance of 608.0 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace; thence run Northerly and along the Easterly right-of-way line of Southwest 43rd Terrace a distance of 200.0 feet to the POINT OF BEGINNING.

PARCEL #46: 24 UNIT BUILDING legally described as follows:

That certain portion of Tracts 7 & 8 of Section 36, Township 50 South, Range 41 East according to the JOHN W. NEWMAN SURVEY, as recorded in Plat Book 2, page 26, Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commencing at the Southeast corner of BROWARD GARDENS according to Plat thereof recorded in Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run Westerly and along the South line of BROWARD GARDENS a distance of 1082.62 feet to a point on the Easterly right-of-way line of Southwest 43rd Terrace; thence run Southerly and along the Easterly right-of-way of Southwest 43rd Terrace a distance of 643.0 feet to a point on the South right-of-way of Southwest 53rd Court and the Point of Beginning; thence run Easterly and along the South right-of-way of Southwest 53rd Court a distance of 389.51 feet to a point of curvature of a circular curve to the right, said curve having a radius of 35.0 feet and a central angle of 134 degrees 24'55"; thence run Southeasterly along said curve an arc distance of 82.11 feet to a point; thence run Easterly on an Easterly projection of the Centerline of Southwest 53rd Court a distance 1.0 feet; thence run Southerly and parallel with the Easterly right-of-way of Southwest 43rd Terrace a distance of 106.0 feet to a point; thence run Westerly and parallel with the South right-of-way of Southwest 53rd Court a distance of 450.0 feet to a point on the Easterly right-of-way of Southwest 43rd Terrace; thence run Northerly along the Easterly right-of-way of Southwest 43rd Terrace a distance of 81.0 feet to the POINT OF BEGINNING.

PARCEL #47: BUILDING 4P-1 (Playground Area) legally described as follows:

That part of Tract 7 of Section 36, Township 50 South, Range 41 East according to the JOHN W. NEWMAN Plat recorded in Plat Book 2, page 26, Public Records of Miami-Dade County, Florida, described as follows:

Starting at the Southeast corner of BROWARD GARDENS according to the Plat thereof recorded in Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run West along the South line of said BROWARD GARDENS, a distance of 1132.0 feet; thence South and parallel to the centerline of West Dixie Highway, 724.0 feet more or less to a point located 200.0 feet North of the South line of said Tract 7, being the Point of Beginning for this description; thence continue South and parallel to said Centerline 200.0 feet to said South line of Tract 7; thence West along said South line of Tract 7, a distance of 914.6 feet more or less to a point located 200.0 feet East of said Centerline of West Dixie Highway; thence North and parallel to said Centerline 200.0 feet; thence East and parallel to said South line of Tract 7, a distance of 914.6 feet more or less to the Point of Beginning; LESS the West 846.75 feet thereof and LESS North 50.0 thereof for Right of Way of Southwest 54th Street.

PARCEL #48: BUILDING 4P2 (Playground Area) legally described as follows:

The East 65.0 feet of the West 390.0 feet of the following described parcel:

That part of Tract 7, of Section 36, Township 50 South, Range 41 East, according to the JOHN W. NEWMAN SURVEY recorded in Plat Book 2, page 26, of the Public Records of Dade County, Florida, described as follows:

Starting at the Southeast corner of BROWARD GARDENS according to Plat thereof recorded in Plat Book 21, page 48, of the Public Records of Broward County, Florida; thence run West along the South line of said BROWARD GARDENS, a distance of 1132.0 feet; thence South and parallel to the centerline of West Dixie Highway, 724.0 feet more or less to a point located 200.0 feet North of the South line of said Tract 7, being the POINT OF BEGINNING for this description; thence continue South and parallel

to said Centerline 200.0 feet to said South line of Tract 7; thence West along said South line of Tract 7 a distance of 914.6 feet more or less to a point located 200.0 feet East of said Centerline of West Dixie Highway; thence North and parallel to said Centerline 200.0 feet; thence East and parallel to said South line of Tract 7, a distance of 914.6 feet more or less to the Point of Beginning; LESS THEREFROM the West 456.75 feet thereof and LESS the North 50 feet thereof for right-of-way of Southwest 54th Street.

PARCEL #49: BUILDING 4P-3 (Playground Area) legally described as follows:

The East 65.0 feet of the West 325.0 feet of the following described parcel:

That part of Tract 7, Section 36, Township 50 South, Range 41 East according to the Plat of NEWMAN'S SURVEY recorded in Plat Book 2, page 26, Public Records of Miami-Dade County, Florida, described as follows:

Starting at the Southeast corner of BROWARD GARDENS according to the Plat thereof recorded in Plat Book 21 at page 48 of the Public Records of Broward County, Florida; thence run West along the South line of said BROWARD GARDENS, a distance of 1132.0 feet; thence South and parallel to the Centerline of West Dixie Highway a distance of 724.0 feet more or less to a point located 200.00 feet North of the South line of said Tract 7, being the POINT OF BEGINNING for this description; thence continue South and parallel to said Centerline 200.0 feet to said South line of Tract 7; thence West along said South line of Tract 7 a distance of 914.6 feet more or less to a point located 200.0 feet East of said Centerline of West Dixie Highway; thence North and parallel to said Centerline 200.0 feet; thence East and parallel to said South line of Tract 7 a distance of 914.6 feet more or less to the POINT OF BEGINNING; LESS THEREFROM the West 456.75 feet thereof and LESS the North 50.0 feet thereof for right of way of Southwest 54th Street.

PARCEL #50: BUILDING 4P-4 (Playground Area) legally described as follows:

The East 65.0 feet of the west 260.0 feet of the following described parcel:

That part of Tract 7, Section 36, Township 50 South, Range 41 East according to the Plat of NEWMAN'S SURVEY recorded in Plat Book 2, page 26, of the Public Records of Miami-Dade County, Florida, described as follows:

Starting at the Southeast corner of BROWARD GARDENS according to the Plat thereof recorded in Plat Book 21 at page 48 of the Public Records of Broward County, Florida; thence run West along the South line of said BROWARD GARDENS, a distance of 1132.0 feet; thence South and parallel to the Centerline of West Dixie Highway 724.0 feet more or less to a point located 200.0 feet North of the South line of said Tract 7, being the POINT OF BEGINNING of this description; thence continue South and parallel to said Centerline 200.0 feet to said South line of Tract 7; thence West along said South line of Tract 7 a distance of 914.6 feet more or less to a point located 200.0 feet East of said Centerline of West Dixie Highway; thence North and parallel to said Centerline 200.0 feet; thence East and parallel to said South line of Tract 7 a distance of 914.6 feet more or less to the POINT OF BEGINNING; LESS therefrom the West 456.75 feet thereof and less the North 50.0 feet thereof for right-of-way of Southwest 54th Street.

PARCEL #51: BUILDINGS 1A-2A-3A legally described as follows:

That part of Tract 7, of Section 36, Township 50 South, Range 41 East, according to the Plat of NEWMAN'S SURVEY recorded in Plat Book 2, page 26, Public Records of Miami-Dade County, Florida, more particularly described as follows:

Starting at the Southwest corner of Lot Six (6), in Block Five (5) of BROWARD GARDENS according to Plat thereof recorded in Plat Book 21, page 48, of the Public Records of Broward County; thence run South along the East right-of-way line of West Dixie Highway (also called State Road 7) a distance of 4.0 feet; thence run East parallel to the South line of said Block Five (5) a distance of 150.0 feet to the POINT OF BEGINNING for this parcel; thence continue East parallel to said South line of block Five (5) a distance of 338.0 feet; thence run North parallel to said West Dixie Highway a distance of 4.0 feet to the South line of Block Five (5); thence run East along said South line of Block Five (5) a distance of 82.0 feet; thence run South parallel to said west Dixie Highway a distance of 125.24 feet; said point being located 800.0 feet North of the South line of said Tract 7; thence run West and parallel to the South line of said Tract 7 a distance of 420.0 feet; thence run North and parallel with said West Dixie Highway a distance of 122.34 feet to the POINT OF BEGINNING.

PARCEL #52: BUILDING TC-1 (Tennis Court Area) legally described as follows:

Lot One (1), of R. W. CHAMBERS SUBDIVISION, according to Plat thereof recorded at Plat Book 84, page 12, Public Records of Broward County, Florida.

PARCEL #53: BUILDING TC-2 (Tennis Court Area) legally described as follows:

Lot Two (2), of R. W. CHAMBERS SUBDIVISION, according to Plat thereof recorded at Plat Book 84, page 12, Public Records of Broward County, Florida.

PARCEL #54: BUILDING TC-3 (Tennis Court Area) located at 4401 S.W. 54th Street, Fort Lauderdale, Florida, and legally described as follows:

Lot Three (3), of R. W. CHAMBERS SUBDIVISION, according to Plat thereof recorded in Plat Book 84, page 12, Public Records of Broward County, Florida.

PARCEL #55: BUILDING TC-4 (Tennis Court Area) legally described as follows:

Lot Four (4), of R. W. CHAMBERS SUBDIVISION, according to Plat thereof recorded in Plat Book 84, page 12, Public Records of Broward County, Florida.

PARCEL #56: BUILDING TC-5 (Tennis Court Area) legally described as follows:

Lot Five (5), of R. W. CHAMBERS SUBDIVISION, according to Plat thereof recorded in Plat Book 84, page 12, Public Records of Broward County, Florida.

PARCEL #57: BUILDING TC-6 (Tennis Court Area) legally described as follows:

Lot Six (6), of R. W. CHAMBERS SUBDIVISION, according to Plat thereof recorded at Plat Book 84, page 12, Public Records of Broward County, Florida.

PARCEL #58: BUILDING T-7 (Tennis Court Area) legally described as follows:

Lot Seven (7), of R. W. CHAMBERS SUBDIVISION, according to Plat thereof recorded at Plat Book 84, page 12, Public Records of Broward County, Florida.

PARCEL #59: BUILDING TC-8 (Tennis Court Area) legally described as follows:

Lot Eight (8), of R. W. CHAMBERS SUBDIVISION, according to Plat thereof recorded at Plat Book 84, page 12, Public Records of Broward County, Florida.

PARCEL #60: BUILDING TC-9 (Tennis Court Area) legally described as follows:

Lot Nine (9), of R. W. CHAMBERS SUBDIVISION, according to Plat thereof recorded at Plat Book 84, page 12, Public Records of Broward County, Florida.

PARCEL #61: BUILDING TC-10 Tennis Court Area) legally described as follows:

Lot Ten (10), of R.W. CHAMBERS SUBDIVISION, according to Plat thereof recorded in Plat Book 84, page 12, of the Public Records of Broward County, Florida.

PARCEL #62: TWELVE UNIT BUILDING legally described as follows:

Lots 5, 6, 7, 8 and 9, of CHAMBERS ESTATES, according to Plat thereof recorded in Plat Book 102, page 38, Public Records of Broward County, Florida.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FROM VARIOUS CITY DEPARTMENTS FOR TEMPORARY EMPLOYMENT SERVICES TO BE OBTAINED FROM VARIOUS EMPLOYMENT VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT #19-D-112F, DURING THE LENGTH OF THE CONTRACT, FROM DATE OF COMMISSION APPROVAL THROUGH JANUARY 14, 2022 (WITH ONE TWO-YEAR RENEWAL OPTION), WHICH MAY EXCEED VENDOR TOTALS OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING THAT ALL PURCHASES ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED DEPARTMENTAL BUDGET APPROPRIATIONS

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

MEMO - Temporary Staffing Contract, R-2020- Temporary Staffing Services (Piggyback SE FL Government Purchasing CoOp), R-2020- Temporary Staffing Services (Piggyback SE FL Government Purchasing CoOp) Exhibit A, R-2020- Temporary Staffing Services (Piggyback SE FL Government Purchasing CoOp) Exhibit B



CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: June 9, 2020

TO: Honorable Mayor and Commission

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, Assistant City Manager

FROM: Linda Gonzalez, Human Resources and Risk Management Director
Fernando J. Rodriguez, Public Services Director

RE: Approve a resolution to contract with temporary labor services vendors through the Southeast Florida Government Purchasing Cooperative Group, and to exceed the City's annual vendor threshold of \$25,000.00

Request

The Human Resources Department (HR) requests approval of a resolution to contract with temporary labor services vendors through the Southeast Florida Government Purchasing Cooperative Group, and to exceed the City's annual vendor threshold of \$25,000.00.

Background

City departments utilize temporary staffing services for ongoing staffing needs, including unplanned and unforeseen instances that arise throughout the fiscal year. A number of vendors have been awarded the temporary staffing services contract through the Southeast Florida Government Purchasing Cooperative Group Contract No. #19-D-112F. The contract is valid through January 14, 2022 with a two-year renewal option. The City may utilize this contract for its own procurement needs, as it was awarded by the co-op through a competitive process.

HR is seeking approval to utilize the following vendors and exceed the \$25,000 annual vendor threshold, where applicable:

- Temporary Employment Services for Administrative Positions:
 - Athena Consulting, LLC;
 - 4 Best Business Corp.;
 - 22nd Century Technologies, Inc.; and,
 - COCCHHBHA Enterprises Inc. d/b/a CEI Staffing
- Temporary Employment Services for Industrial Positions:
 - 22nd Century Technologies, Inc;
 - COCCHHBHA Enterprises Inc. d/b/a CEI Staffing;
 - SOFTHQ Inc.; and,
 - REDCON Solutions Group LLC

All Department use of temporary staffing shall be made in accordance with the City's Temporary Staffing Policy and within the respective department's approved operating budget for FY2020.

Budgetary Impact

All expenditures for temporary labor services will be made within the current and future fiscal year's budgeted accounts, within the respective departments/divisions.

Recommendation

The City Administration recommends approval of the resolution to contract with temporary labor services vendors through the Southeast Florida Government Purchasing Cooperative Group No. #19-D-112F, and to exceed the City's annual vendor threshold of \$25,000.

RESOLUTION NO. 2020-051

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FROM VARIOUS CITY DEPARTMENTS FOR TEMPORARY EMPLOYMENT SERVICES TO BE OBTAINED FROM VARIOUS EMPLOYMENT VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT #19-D-112F, DURING THE LENGTH OF THE CONTRACT, FROM DATE OF COMMISSION APPROVAL THROUGH JANUARY 14, 2022 (WITH ONE TWO-YEAR RENEWAL OPTION), WHICH MAY EXCEED VENDOR TOTALS OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING THAT ALL PURCHASES ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED DEPARTMENTAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if she is authorized to do so in advance by a resolution adopted by the City Commission; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold or limitation at \$25,000.00 for a vendor each fiscal year; and

WHEREAS, the City has certain planned temporary employment services budgeted in Fiscal Year 2019-2020 and Fiscal Year 2020-2021; and

WHEREAS, the City Manager has determined that certain unplanned and unforeseen instances may arise throughout the fiscal year which warrant the use by City Departments of various temporary personnel services; and

WHEREAS, the City has identified a need for temporary employment services to assist in various City Departments for an estimated amount of Forty Thousand Dollars (\$40,000.00) for Fiscal Year 2019-2020 and One Hundred Thousand Dollars (\$100,000.00) for Fiscal year 2020-2021; and

WHEREAS, it has been determined that not every employment agency provides all positions which may be required by the City, therefore, it is necessary to obtain services from multiple employment agencies to be made available for use; and

WHEREAS, the City Manager has established a temporary employment personnel services policy, including guidelines under which temporary employment services are permissible, a copy of which is attached as Exhibit “A” and made a part of and is incorporated into this Resolution by this reference; and

WHEREAS, the City Manager has determined that such services can be obtained at the least cost to the City without competitive bidding and without advertisement for bids from the following vendors under an existing Co-op Agreement with the Southeast Florida Government Purchasing Cooperative Group, Contract No. #19-D-112F, a copy of which is attached as Exhibit “B”, and made a part of and is incorporated into this Resolution by this reference:

- Temporary Employment Services for Administrative Positions:
 - Athena Consulting, LLC;
 - 4 Best Business Corp.;
 - 22nd Century Technologies, Inc.; and,
 - COCCHHBHA Enterprises Inc. d/b/a CEI Employment
- Temporary Employment Services for Industrial Positions:
 - 22nd Century Technologies, Inc.;
 - COCCHHBHA Enterprises Inc. d/b/a CEI Employment;
 - SOFTHQ Inc.; and,
 - REDCON Solutions Group LLC;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are approved, made a part of and incorporated into this Resolution by this reference.

Section 2. That the City approves the procurement of temporary employment services from the various employment agencies approved under the existing Co-op Agreement with the Southeast Florida Government Purchasing Cooperative Group, Contract No. 19-D-112F in an amount that may exceed the annual vendor \$25,000.00 purchase threshold from a single vendor.

Section 3. That all Department purchases from any temporary employment vendor shall be in accordance with the temporary employment policy and made within the respective Departments' approved level of its annual budget appropriation.

Section 4. That funding for temporary employment services in the amount of Ninety Thousand Ninety Six Dollars (\$90,096.00) has been budgeted in the Recreation Professional Services Account No. 001-72-01-572-34-10, and Public Services Contractual Services Account #001-39-01-539-34-10.

Section 5. That the proper City officials are authorized to execute agreements with the various temporary employment services vendors to provide temporary employment services to individual City Departments as the needs arise.

Section 6. That the City Manager and City Attorney are authorized to make minor revisions to the related documents which are deemed necessary and proper and in the best interest of the City.

Section 7. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 8. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED on June 9, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



City of Dania Beach, Florida Temporary Employment Policy

Temporary Employment Policies and Procedures	Supersedes: All previous and existing memos or administrative policies in conflict
Originating Department: City Manager	Page 1 of 9
Policy Number: CM-2015-001	
Effective Date: October 1, 2015	

1 General Policy Guidelines

1.1 Introduction

All temporary work assignments are intended to be short-term in nature and are not intended to exceed (6) months. Departments are strongly encouraged to fill vacant positions through recruitment; however, temporary staffing services may be used if the assignment has a definite end date that does not exceed (6) six months in duration.

Human Resources will assist departments in filling temporary employment needs when the following circumstances occur:

- Temporary absences of regular employees due to leaves.
- During the recruitment of vacant positions.
- When additional help is needed during peak or seasonal time periods, and on special projects.

Important information regarding temporary employment:

- Short-term Employees cannot work a period of more than (6) six months
- Short-term Employees and Temporary Workers positions are generally non-exempt and are not eligible for any City fringe benefits such as sick leave, vacation, paid holidays, health insurance, or retirement plans.
- Non-exempt Short-term Employees must be paid on an hourly basis and overtime must be paid for any hours worked over 40 hours in a work week.
- Short-term Employees and Temporary Workers should be provided rest periods as provided by the Fair Labor Standards Act

1.2 Purpose

- 1.2.1** The purpose of this policy is to establish guidelines to assist departments with determining the appropriate circumstances for which to utilize temporary workers ("temps"); identifying and placing temporary workers; and managing the temporary work assignments.

1.3 Scope

- 1.3.1** The policy applies to all short-term staff positions to be filled at the City.

1.4 Objectives

- 1.4.1** Provide guidelines for filling temporary employment needs based on employee absences, seasonal needs, and interim vacancies during the recruitment process.

2 Definitions

City - shall mean the City of Dania Beach.

City Manager - shall mean the City Manager of the City of Dania Beach, Florida, and shall, where appropriate to the context, include his duly authorized designee.

Hiring Manager - shall mean the individual primarily responsible for filling the position.

Human Resources (HR) - shall mean the Office of Human Resources and any staff employee in such department.

Recruiter - shall mean the individual working in Human Resources responsible for the hiring function.

Service Level Agreement - shall mean the verbal or written understanding between the recruiter and the hiring manager.

Short-term Employee - shall mean an individual who is appointed to a short-term exempt or non-exempt position or employee for a period of (6) six months or less with the approval of the City Manager.

Temporary Staffing Agency – shall mean an approved agency as designated each year by the City Commission, with approval of the City Manager.

Temporary Worker - shall mean an employee of a temporary staffing agency assigned to the City to work on a specific short-term assignment or for a finite period of time; to complete special projects; to respond to workload fluctuations that are unusual or episodic in nature; to fill in for employees who are on leave; or to fill in during a recruitment period.

3 Authority/Responsibility

The City of Dania Beach Code of Ordinance provides that all City contracts must be approved and signed by the City Manager and the City Clerk. Furthermore, the City Manager has sole authority to hire personnel. Therefore, Departments are prohibited from hiring Short-term Employees and further prohibited from contracting with outside Temporary Staffing Agencies.

3.1 City Manager

- 3.1.1** All requests for either Short-term Employees or Temporary Workers should be submitted at least 21 days prior to the temporary start date for City Manager consideration and approval.

3.2 Department Head or Designee

- 3.2.1** The Department Head should review departmental funding availability before initiating a temporary staffing request. Funding source is subject to Finance review and approval.
- 3.2.2** The Department Head should develop the defined temporary scope of service needed. The scope should include identifying important job functions and qualifications required for successful performance.
- 3.2.3** The Department Head in conjunction with the assistance of Human Resources shall determine and recommend the best method of filling the department's temporary staffing need.
- 3.2.4** The Department Head must monitor completion of the temporary staffing assignment, review hours worked, and approve all invoices related to the temporary staffing assignment. The hiring department is also responsible for monitoring the length of the assignment to ensure adherence to the hiring term approved by the City Manager. All extensions of an assignment must be approved prior to any additional hours being worked by the Shorter-term Employee or Temporary Worker. Under no circumstances should a Short-term Employee or Temporary Worker be allowed to work past the original approved term of temporary employment. Failure to obtain a required extension may result in disciplinary action.
- 3.2.5** The Department Head may seek to dismiss a Short-term Employee or Temporary Worker at any time without cause in conjunction with the Human Resources, the Temporary Staffing Agency or the City Manager as applicable.

3.3 Finance Department

- 3.3.1** Finance will review the request regarding the availability of funds based on the budget of the hiring department. Once approved, the request will be routed to Human Resources for processing.

3.4 Human Resources Department

- 3.4.1** The Human Resources Department provides the requesting department with information on the relevant City policy and procedure for hiring temporary positions.
- 3.4.2** The Human Resources Department in conjunction with the hiring Department is responsible for monitoring the City's adherence to length of assignment. Assignment extensions require approval of the City Manager.
- 3.4.3** The Human Resources Department shall track all Short-term or Temporary Workers approved by the City Manager including the position approved, the duration of the hire, and the expiration of the assignment.
- 3.4.4** The Human Resources Department shall inform the hiring department when the Short-term or Temporary Worker assignment is approaching (30) days prior to the expiration of the approved duration of the temporary assignment.
- 3.4.5** The Human Resources Department is responsible to verify the eligibility of the Short-term or Temporary Worker in conjunction with the Temporary Employment Agency regarding background checks, physicals and other background screenings as deemed necessary for the hiring of an individual on a temporary basis.

4 Temporary Employee Sources

4.1 External Temporary Staffing Agency

- 4.1.1** The agency utilized must be one of the agencies recommended by the City Manager and approved by the City Commission. These agencies are approved on an annual basis by Commission resolution.
- 4.1.2** The agency shall source candidates, conduct interviews and reference checks and ensure all required background checks are completed prior to the begin date of the assignment. When required (e.g. for "critical" assignments), the City may request additional background checks be completed by the agency at an additional cost. When required (e.g. for driving positions), the City may request a driving record check, drug test, and/or physical be completed by the employment agency at an additional cost.
- 4.1.3** The agency shall generate paychecks and invoices based upon hours reported/approved by the City.
- 4.1.4** The agency shall provide Human Resources monthly assignment reports delivered via email no later than the 10th day of the following month.
- 4.1.5** The agency must be in compliance with all applicable employment laws, including but not limited to ensuring completion of employment eligibility forms prior to being assigned to the City.
- 4.1.6** The agency must ensure all staff is covered under their worker's compensation insurance.

4.2 Human Resources Short-term Employee Hiring

- 4.2.1** Provide the requesting department/division with information on relevant City policies and procedures.
- 4.2.2** Source candidates, conduct interviews and reference checks and ensure all required background checks are completed prior to the begin date of the assignment.

4.3 Identifying and Placing Employees via Temporary Staffing Agency

- 4.3.1** Temporary Workers are employees of the Temporary Agency. Therefore, it is recommended the following not be provided to a Temporary Worker:
- Business cards
 - Credit cards
 - Name plates

4.3.2 Additionally, the following types of programs or actions should be handled by the Temporary Worker's employer (agency) and not by the City:

4.3.2.1 Performance appraisals, salary adjustments, employee benefits

- Do not negotiate the pay rate of Temporary Workers. The agency should set pay, as well as handle all communication regarding raises for the worker.
- Do not negotiate a Temporary Worker's vacations or personal time off. Direct the worker to his or her agency, which should then call you regarding coverage prior to approval.
- Do not discuss job opportunities and the temporary worker's suitability for them directly. Instead, refer the worker to publicly available job postings.

4.3.2.2 Disciplinary action

- Do not direct a Temporary Worker on his/her job performance. Instead, call the Temporary Worker's agency and request that they do so, and tell them why it is necessary.
- Do not terminate a Temporary Worker directly. Contact the agency to do so.

4.3.2.3 EEO/Harassment Policies, Procedures and Interpretation

- The City should provide information on specific work-related policies and procedures Temporary Workers need to be aware of during their job assignment. These may include parking, building access, ID badges, smoking, phone systems, e-mail and other communication systems, solicitation, dress code, safety, non-discrimination, culture and conduct, and confidentiality and non-disclosure.
- If there is a need to discuss specific harassment or discrimination issues with Temporary Workers, contact the agency representative for resolution and seek assistance from the City's Human Resources Department.

4.3.2.4 Training

- The City should provide any training that is specific in nature and required to successfully complete the job assignments. This often includes office equipment or specific software training or site-specific safety training.
- Requests for training beyond this scope should be referred to the staffing agency.

4.3.2.5 Travel

- If a temporary worker will be required to travel during the course of their assignment, his or her employer (agency) should be responsible for all costs, reservations and reimbursements. The City should provide adequate notice and information to the appropriate employer (agency).

4.3.2.6 Injuries

- If an injury occurs, contact the agency for instructions
- The agency will provide you with the name of the medical facility contracted by the agency.
- The agency is responsible for workers compensation coverage.
- For life threatening injuries contact, dial 911 for assistance.

4.4 Identifying and Placing Employees via Human Resources

- 4.4.1 Short-term Workers are employees of the City.
- 4.4.2 Department Heads need to complete a position requisition and submit to Human Resources for consideration.
- 4.4.3 Human Resources will submit request to Finance and the City Manager for approval prior to beginning the recruitment process
- 4.4.4 Human Resources will assist the Department in the recruitment and interview process to select the best candidate for the Short-term position.

Approved by:



City Manager

2/24/2016
Date

AK
2/23/16
AK
2/22/16

5 APPENDIX

5.1 Forms

Temporary Staffing Request
City Position Requisition Form

CITY OF DANIA BEACH TEMPORARY STAFFING AUTHORIZATION REQUEST

The following form must be completed by the Department Head or authorized designee. Once completed this form shall be submitted to Human Resources for review and recommendation to the City Manager's office for final approval. Departments are requested to seek guidance from Human Resources in determining the best method for temporary staffing needs prior to completion of the request.

DEPARTMENT: [Click here to enter department.](#)

POSITION: [Click here to enter position.](#)

POSITION START DATE: [Click here to enter date.](#)

POSITION END DATE: [Click here to enter date.](#) HOURS: [Enter hours.](#)

REQUEST FOR TEMPORARY WORKER – STAFF AGENCY ☐

REQUEST FOR SHORT-TERM EMPLOYEE ☐

BUDGET ACCOUNT NUMBER [Click here to enter account number](#)

GENERAL SUMMARY: [Click here to provide justification](#)

PRINCIPAL DUTIES AND RESPONSIBILITIES: [Click here to describe job requirements](#)

SPECIAL SKILL REQUIREMENTS: [Click here to describe special skills requirements](#)

Dept. Director Signature: _____ [Click here to enter a date.](#)
Date

Finance Director Signature: _____ [Click here to enter a date.](#)
Date

Human Resources Signature: _____ [Click here to enter a date.](#)
Date

City Manager Signature: _____ [Click here to enter a date.](#)
Date

Website: FEIN: 542094754

VENDOR AWARD

Vendor Name: REDCON SOLUTIONS GROUP LLC

Vendor Address: 3259 PROGRESS DRIVE ORLANDO, FL 32826

Contact: KYLE EVANS, PRESIDENT & CEO

Phone: 407 601-0567 Fax: 407-613-2701

Cell/Pager: _____ Email Address: KYLE.EVANS@REDCONSOLUTIONSGROUP.COM

Website: _____ FEIN: 472299961

VENDOR AWARD

Vendor Name: COCHHBHA ENTERPRISES INC D/B/A CEI STAFFING

Vendor Address: 10258 NW 47TH STREET SUNRISE, FL 33351

Contact: EDDIE EDWARDS, JR, PRESIDENT

Phone: 954-572-6802 Fax: 888-588-9729

Cell/Pager: _____ Email Address: INFO@THECEI.COM

Website: _____ FEIN: 201842208

VENDOR AWARD

Vendor Name: SOFTHQ INC

Vendor Address: 6494 WEATHERS PLACE, SUITE 200 SAN DIEGO, CA 92121

Contact: KRANTI PONNAM, PRESIDENT

Phone: 858-658-9200 Fax: _____

Cell/Pager: _____ Email Address: KRANTI@SOFTHQINC.COM

Website: _____ FEIN: 271798370

VENDOR AWARD

Vendor Name: 22ND CENTURY TECHNOLOGIES INC

Vendor Address: 220 DAVIDSON AVE, SUITE 118 SOMERSET, NJ 08873

Contact: EVA GADDIS-MCKNIGHT, ADMINISTRATOR

Phone: 888-998-7284 Fax: 732-537-0888

Cell/Pager: _____ Email Address: GOVT@TSCTI.COM

Website: _____ FEIN: 223502121

SECTION #2

AWARD/BACKGROUND INFORMATION

Award Date: 1/15/20 Resolution/Agenda Item No.: 6644
Insurance Required: Yes X No
Performance Bond Required: Yes No X

SECTION #3

LEAD AGENCY

Agency Name: CITY OF CORAL SPRINGS
Agency Address: 9500 W SAMPLE RD CORAL SPRINGS, FL 33065
Agency Contact: GAIL DIXON Email GDIXON@CORALSPRINGS.ORG
Telephone: 954-344-1104 Fax: 954-344-1186

Contract Summary for Temporary Employment Services

PURPOSE:

The City utilizes Temporary Employment Services in lieu of full-time staff and part-time personnel on a regular basis. Hourly rates are low and staff time is saved processing applications and hiring personnel for temporary assignments. The contract also affords the departments the opportunity to obtain personnel with only a 24-hour notice. In addition, at least 15 current or past City personnel started out as Temporary Staff and were able to obtain full time positions with the City based on their work performance as temporary employees.

A cooperative (co-op) invitation to bid was issued by the City of Coral Springs on behalf of the participating agencies referenced in the specifications. The City of Coral Springs has been the lead agency for the Temporary Employment Services Contract for the past twelve years. The position classifications are categorized as either Administrative and Industrial. Twenty-seven agencies in the co-op will be utilizing the contract, therefore a total of four vendors are needed for each category. Six vendors were awarded. Two of the six vendors provide both categories of staffing.

None of the incumbents are being awarded as their pricing was too high. The old contract is valid through April 2020, which allows time to award these contracts and move temp staff to the new vendors. Departments may award to any or all six of the vendors.

Vendors receive a percentage markup of the hourly salary cost for each temporary professional. Each position has an hourly pay range. Vendors also receive additional fees for various levels of additional background checks. See chart on page 7.

Human Resources will guide departments on how to transition current temps to one of the new companies. The way the new contract works is each vendor has an info sheet with the pay range for the positions as well as a percentage markup rate. The using department and Human Resources will negotiate with the vendor on the hourly rate, which the vendor will then markup per the contracted percentage. This approach will prevent increasing hourly rates when the minimum wage increases occur and will allow rates to stay current with the cost of living.

The requests to award are:

Request to award Bid #19-D-112 for Temporary Employment Services for Administrative Positions to **Athena Consulting, LLC**, of Gaithersburg, TN; **4 Best Business Corp.** of Miramar, FL; **22nd Century Technologies, Inc.** of Somerset, NJ; **COCCHHBHA Enterprises, Inc. d/b/a CEI Staffing** of Sunrise, FL from January 15, 2020 through January 14, 2022. The City's estimated annual expenditure is \$100,000.

Request to award Bid #19-D-112 for Temporary Employment Services for Industrial Positions to **22nd Century Technologies, Inc.** of Somerset, NJ; **COCCHHBHA Enterprises INC. d/b/a CEI Staffing** of Sunrise, FL; **SOFTHQ Inc.** of San Diego, CA; and **REDCON Solutions Group LLC**, of Orlando, FL from January 15, 2020 through January 14, 2022. The City's estimated annual expenditure is \$75,000.

Contract Summary for Temporary Employment Services

CONTRACT NUMBER	NAME	VENDOR	CATEGORY	TERM
19-D-112F	TEMPORARY EMPLOYMENT (CO-OP)	Athena Consulting, LLC	Administrative	1/15/2020-1/14/2022 (2x2)
19-D-112F	TEMPORARY EMPLOYMENT (CO-OP)	4 Best Business Corp.	Administrative	1/15/2020-1/14/2022 (2x2)
19-D-112F	TEMPORARY EMPLOYMENT (CO-OP)	22 nd Century Technologies, Inc.	Administrative and Industrial	1/15/2020-1/14/2022 (2x2)
19-D-112F	TEMPORARY EMPLOYMENT (CO-OP)	COCCHHBHA Enterprises, Inc. d/b/a CEI Staffing	Administrative and Industrial	1/15/2020-1/14/2022 (2x2)
19-D-112F	TEMPORARY EMPLOYMENT (CO-OP)	SOFTHQ Inc.	Industrial	1/15/2020-1/14/2022 (2x2)
19-D-112F	TEMPORARY EMPLOYMENT (CO-OP)	REDCON Solutions Group LLC	Industrial	1/15/2020-1/14/2022 (2x2)

CITY OF CORAL SPRINGS PURCHASING AGENT:

Gail Dixon, 954-344-1104, gdixon@coralsprings.org

SPECIFICATIONS: INTERVIEW AND SELECTION OF TEMPORARY EMPLOYEE

- 1) Candidates Submitted for the City's Consideration. Upon request from the City, contractor shall provide candidates for the job classifications requested by the specific department at the time and place requested. Typically, three or more candidates are required to be submitted for each vacancy at the discretion of the requesting department. Candidates shall be provided at no cost to the City. If the vendor fails to provide qualified individuals for the job classification requested within the specified lead time, the City will request the services of other vendors on the contract.
- 2) Contractor agrees to provide only skilled, knowledgeable and experienced personnel to perform services on a temporary basis to the City. Contractor also agrees to provide the City information on any candidate whose quality of services had been previously determined to be unsatisfactory by any City department.

Contract Summary for Temporary Employment Services

- 3) Background Checks. Any temporary staffing employee selected for placement in a City department must successfully complete a background check conducted by the Vendor using the Florida Department of Law Enforcement (FDLE) Volunteer and Employee Criminal History System (VECHS). Drug testing should be conducted in accordance with Title 49, Code of Federal Regulations Part 40. The successful bidder(s) must provide 10 Panel drug testing of all personnel supplied to the City, and proof of drug test prior to the acceptance of any personnel approval for an assignment. Bidder's employees must test negative in order to begin work on any City assignment. **Bidder shall bear all cost associated with the initial drug tests.**

In no case shall a candidate who tests positive for drugs or alcohol be submitted as a candidate for City assignment.

- 4) The City's representative and successful bidder shall mutually agree on the hourly salary, job description, minimum qualifications, duties and responsibilities for each position, as needed. The overhead and expenses markup proposed shall be added to the Temporary Employees' pay rate to determine the bill rate. No other fees or taxes are allowed.
- 5) Contractor must inform the City of any temporary staffing employee who will be accepted for assignment at the City when currently on assignment elsewhere.
- 6) No substitution of staff with lower skill-base will be acceptable without the prior approval of the City.
- 7) The Contractor agrees not to place any individual in a temporary assignment with the City who was previously employed by the City as a regular employee without prior approval of the Human Resources Department.
- 8) Upon request from the City, Contractor must immediately replace any personnel providing services whose quality of services is unsatisfactory to the City department. The City will not be charged for unsatisfactory services. The City will exclusively determine if the quality of the services of any temporary personnel is satisfactory or unsatisfactory.
- 9) Should any person terminate employment with the Contractor while such person is providing services to the City department, Contractor must agree to immediately replace such person with a person having similar skill, knowledge and experience (with prior approval of the City). Contractor shall replace the person expeditiously at the same contracted bill rate for each position. If the Contractor fails to replace the person in a timely manner, the City reserves the right to access the services of another Contractor.

Contract Summary for Temporary Employment Services

- 10) The City shall have the right to determine the period of time and work schedule of all personnel provided by the Contractor to perform services as a temporary agency employee. The City will not warrant or guarantee the period of time or work schedule of any person provided by the Contractor to perform services at a designated department at the City.
- 11) All candidates placed in the City shall be employees of the Contractor and at no time, shall the City be liable for any employer responsibilities to the Contractor's employee.

PRICING

Bidder shall quote the **contracted percentage markup** to be added to the pay rate for the placed candidate and shall be inclusive but not limited to, all expenses, profit, overhead and all applicable taxes. The City and Contractor shall agree on the salary of the temporary staff person at the time of the engagement for that position.

Contract Summary for Temporary Employment Services

INVOICE AND PAYMENTS

Payment shall be made upon the certification of an authorized City representative that the work assignments is satisfactorily completed.

The vendor(s) supplying Temporary Employment Agency Services to the City of Coral Springs are required to furnish the following information on their pre-numbered imprinted business invoices and weekly job tickets for personnel performing services.

- A. Purchase Order Number
- B. Assignment Location
- C. Individuals Full Name
- D. Employee Number
- E. Job Classification
- F. Date
- G. Number of hours worked
- H. City Acceptance/Authorized Signature

TEMPORARY PERSONNEL DATABASE REPORTING

Successful Contractor shall create and maintain a data base to include all temporary personnel assigned the City, listed by individual, to include rate of hourly pay, total hourly bill rate, total number of hours worked monthly, total number of hours worked annually, total hourly rate paid to the temporary employee, total bill rate paid by the City, date of temporary employee began assignment with the City and date temporary employee ended assignment with the City. This data must be forwarded to the City on a monthly basis with cumulative report sent at the end of the calendar year.

The Contractor must agree to provide the City with custom reports on temporary employees as needed.

TERM OF CONTRACT

The bidder will be bidding on a two (2) year contract commencing upon approval by the City Commission. This contract may be renewed for two (2) additional two (2) year terms by mutual agreement of the parties for a total of six (6) years.

Contract Summary for Temporary Employment Services

TEMP TO HIRE

Should an opening for a permanent position within a co-op agency come available, the temporary worker may apply for this position. **The co-op agency reserves the right to hire this temporary worker without any financial obligation to the Contractor.**

VACATION PAY

If a temporary worker qualifies for a vacation under their employment contract with the Contractor, that employee will give the co-op agency two (2) weeks notice before the start of such vacation. The Contractor shall be responsible for any vacation pay due the employee. Additionally, if the assignment is ongoing at the time of employee's vacation, the contractor will provide a replacement employee.

OVERTIME

Should any assignment require the temporary employee to work more than forty (40) hours in any given week, the co-op agency shall pay an overtime rate equal to 1-1/2 times the hourly rate specified in the contractor's bid.

QUANTITIES

No warranty or guarantee is given or implied as to the total amounts to be purchased resulting from this contract. The quantities stated in this bid are estimates of annual usage, to be used for bid comparison purposes only. All services will be ordered on an as needed basis. The minimum request will be for one (1) day (eight (8) hours).

The successful Contractor(s) shall be required to submit a report to the City of Coral Springs detailing all contract usage by all participating co-op agencies on a quarterly basis.

Contract Summary for Temporary Employment Services

AWARDED VENDORS CONTACT INFORMATION AND PERCENTAGE MARKUP

Vendor	Athena Consulting LLC	4 Best Business Corp	22 ND Century Technologies Inc	COCHHBHA DBA CEI Staffing	SOFTHQ Inc	REDCON Solutions Group
Contact	Mark Elvin	Miguel Fernandez	Eva Gaddis-McKnight	Eddie Edwards Jr.	Kranti Ponnamm	Kyle Evans
Phone #	484-477-7747	954-212-1442	888-998-7284	954-572-6802	847-513-2999	407-601-0567

PERCENTAGE MARKUP

Item No.	Description	Percent Markup	Percent Markup	Percent Markup	Percent Markup	Percent Markup	Percent Markup
1	Administrative (Office) Type Temporary Professional Services Percentage of Hourly Salary Cost Clerical/Administrative:	23.50%	24%	25%	26%	N/A	N/A
2	Industrial Type Temporary Professional Services Percentage of Hourly Salary Cost Industrial:	N/A	N/A	28%	29%	30%	28%

ADDITIONAL FEES FOR VARIOUS LEVELS OF ADDITIONAL BACKGROUND CHECKS:

(Note: Vendor shall bear all cost associated with the initial drug tests)

Item No.	Description	Unit Cost	Unit cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Level 1	\$24.00	FREE	\$0.00	\$25.00	\$0.00	\$0.00
2	Level 2	\$70.00	\$80.00	\$0.00	\$83.00	\$0.00	\$0.00
3	Level 3	\$100.00	\$100.00	\$0.00	\$150.00	\$0.00	\$0.00
4	Fingerprint	\$75.00	\$40.00	\$50.00	\$83.00	\$0.00	\$0.00
5	Criminal checks in other states	\$20.00	\$24.00	\$46.00	\$25.00	\$0.00	\$0.00
6	National level	\$40.00	\$24.00	\$46.00	\$25.00	\$0.00	\$0.00
7	Sex offender check	\$10.00	FREE	\$46.00	\$0.00	\$0.00	\$0.00

Contract Summary for Temporary Employment Services

POSITION CLASSIFICATIONS

JOB CLASSIFICATION - ADMINISTRATIVE

Accountant

Under general direction, the purpose of the job is to perform routine to moderately complex accounting analysis according to generally accepted standard accounting principles and practices, established procedures, departmental guidelines, and regulatory requirements applicable to the work. Employees in this job classification function at professional staff level to accomplish assigned functions according to established schedules, calendars, projects, and programs of the assigned department. Work includes researching and collecting data, preparing clear and concise financial reports, and monitoring expenditures and revenues of assigned divisions and/or departments.

Typical Qualifications: Bachelor's Degree in Accounting or related field: two (2) to four (4) years progressively responsible experience in accounting or financial analysis, preferably within a similar government agency, or an equivalent combination of education, training, and experience.

Accounting Assistant

Under direct supervision, the purpose of the job is to perform routine accounting and administrative support work according to generally accepted accounting principles, established procedures, departmental guidelines, and regulatory requirements applicable to the work. Employees in this job classification, function at support staff level to accomplish assigned functions according to established schedules, calendars, projects, and programs of the assigned department. Work includes posting, data entry, maintenance and reconciliation tasks relevant to assigned functional areas, e.g., billing, purchase orders, invoices, payroll, accounting records and report.

Typical Qualifications: High School Diploma or GED. One (1) to two (2) years responsible experience in accounting work, e.g. processing invoices, stop payments, and billing.

Contract Summary for Temporary Employment Services

Associate Planner

Under general direction, the purpose of the position is to interpret and enforce land use regulations, codes and ordinances for the planning and development of the City. Employees in this classification perform work independently at a professional level, and are responsible for conducting studies, collecting and analyzing data for application to the City's Comprehensive Plan and Land Development Code. Objective is to preserve and enhance the quality of development through practical application of the Land Development Code and all applicable established zoning regulations. The Associate Planner works under the supervision of the Planning and Zoning Manager.

Typical Qualifications: Bachelor's Degree in Urban Planning or related field. Two (2) years of responsible experience in planning and zoning inspection/enforcement work, knowledge of South Fla landscaping practices preferred but not required or an equivalent combination of education, training, and experience.

Behavioral Health Clinician

Under general direction, the purpose of the position is to perform counseling, screening, assessment, and intervention to individuals and families. Works under general supervision, independently developing work methods and sequences. Conducts clinical screenings, interviews and bio-psychosocial evaluations in hospital district. Coordinates treatment with community, governmental and service providers. Conducts home and community visits as needed to provide substance abuse counseling to participants and their families. Observes, evaluates, and monitors reports and records program participant status and progress. Conducts clinical interviews and biopsychosocial evaluations. Conducts group and individual counseling sessions. Develops treatment plans with program participants and/or their families. Maintains associated clinical records manually and/or electronically using computer-based applications.

Qualifications: Master's degree from an accredited college or university with major coursework in social work, gerontology, psychology, or closely related field. Requires one (1) year of social services casework, counseling or closely related field. Depending on the area of assignment, six (6) months of clinical case management may also be required.

Contract Summary for Temporary Employment Services

Cashier

Under general direction, the purpose of the position is to receive monies paid by mail and over the counter. May operate a computer terminal and other standard office equipment such as photocopiers, fax machine, and calculators. Work is performed under general supervision and reviewed for quality of service rendered to employees and the public.

Typical Qualifications: High School Diploma

Code Compliance Officer

Under general direction, the purpose of the position is to perform responsible professional technical work involving the proactive and reactive enforcement of City codes and ordinances in relation to investigation activities and regulatory standards for permitting and licensing approval of residential and commercial building construction throughout the City. Employees in this classification perform at a professional level, and are responsible for coordinating and administering the enforcement process, assessing, evaluating and enforcing adherence to, and compliance with all applicable City, State and Federal code and regulatory requirements regarding new and existing construction. Objective is to ensure the safety, health and general welfare of the public and business community.

Typical Qualifications: High School Diploma or GED. Two (2) years' experience in code inspection and/or enforcement of related field; or an equivalent combination of education, training, and experience.

Data Entry Operator

Under general direction, the purpose of the position is to perform a variety of data entry related work in an assigned agency. Works under close to general supervision according to set procedures but determines how or when to complete tasks. Queues customer applications for review and performs administrative review of customer applications prior to queuing. Assists customers via telephone regarding general inquiries. Directs phone calls to the proper agency as needed. Performs searches in systems for pending applications.

Typical Qualifications:

High School Diploma or GED. Requires one (1) year in data entry or closely related experience.

Contract Summary for Temporary Employment Services

Executive Assistant

With little or no supervision, the purpose of the position is to provide highly responsible and complex, confidential and specialized administrative support to the assigned executive level supervisor. Employees in this classification function at expert level and are accountable for the accuracy of both routine and non-routine, sensitive administrative support duties performed and analyzes complex administrative problems and recommends solutions as dictated by the nature of department. Position may be accountable for assigning, reviewing and supervising the work of other support staff. Position is distinguished from that of the Senior Office Assistant by the sensitivity of data and/or information involved, the high degree of accountability and discretion commensurate with the highly visible nature of this position, greater latitude in exercise of independent judgment concerning assigned duties, and the ability to function independently. In some instances, the distinction may be due to the assignment of supervision of other support staff.

Typical Qualifications: High School Diploma or GED. Five (5) to seven (7) years of progressively responsible experience and/or training in administrative/secretarial support functions, senior clerical/secretarial support capacity; or an equivalent combination of education, training, and experience. Must successfully and accurately pass the entrance

Human Services Coordinator

Provides advanced social case management, counseling, and/or coordination of services in an assigned human services program. This class works under general supervision, independently developing work methods and sequences. Advocates on behalf of clients or consumers and families for services, basic needs, and other related issues. Assists social workers in case conferences and staffing; may serve as team leader. Composes or prepares correspondence, case notes, narrative and technical reports, notifications, and related documents using computer-based applications. Conducts activities and monitors the environment of care in a manner to maximize client or consumer and staff safety.

Qualifications: Requires a Bachelor's degree from an accredited college or university with major coursework in mental health counseling, marriage and family counseling, counseling education, social work, psychology, gerontology, or other closely related field based upon area of assignment.

Requires one (1) year of direct client social case work/counseling in either an addiction/substance abuse treatment or mental health facility/program, crisis intervention or clinical setting, or in a community resource eligibility center based upon area of assignment.

Contract Summary for Temporary Employment Services

IT Support Specialist

Under general supervision, performs technical support and skilled work for the installation, operation, and support of voice and data services used in desktop, remote client, LAN, WAN, Internet, and voice environments. This position provides the support required to meet the IT Department's service level agreements relative to: coordinating and assigning system security on multiple business and data application functions, system availability, problem resolution, and assignment of demand requests received by the help desk to appropriate IT team members. Work is performed under general direction with some latitude for individual initiative and judgment and is reviewed via customer feedback and tangible results.

Typical Qualifications: Associates Degree or Technical Certification. Two (2) to five (5) years of experience in the installation, testing, and troubleshooting of desktop, remote clients, and peripherals.

Office Assistant

Under general supervision, the purpose of the position is to provide routine administrative support to the assigned department or assigned supervisor. Employees in this classification function at a moderately difficult generalist level and are accountable for the accuracy of both routine and non-routine administrative support duties performed as dictated by the nature of department. Position may be assigned to a large department and perform a broad array of generalized administrative support functions, or assignment may be to a smaller specialized department wherein incumbents receive instruction in departmental functions. This classification requires strong organizational and interpersonal skills with the ability to carry out a variety of directed tasks.

Typical Qualifications: High School Diploma or GED. Three (3) to four (4) years of progressively responsible experience and/or training in administrative/secretarial support functions. Must successfully and accurately pass the entrance-typing exam with 45+ wpm.

Parks & Rec Attendant

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were written out in this job description.

Typical Qualifications: High school graduation, GED, or equivalent and excellent customer service skills. Work Schedule may vary, days, evenings, weekends, and holidays.

Contract Summary for Temporary Employment Services

Permit Services Representative

Under general supervision, the purpose of the position is to assist citizens and contractors with the processes of application, review and approval for building permits and inspections enforcing compliance with established State, County and City safety codes. Employee is responsible for administrative/clerical work in relation to regulatory standards, inspection activities, and permitting and licensing functions for building construction throughout the City. Performs other essential duties in support of departmental objectives to ensure safety and welfare of the public and business community.

Typical Qualifications: High School Diploma or GED. One (1) to two (2) years of responsible secretarial/customer service experience.

Planning Technician

Under direction, the purpose of the position is to assist with the daily activities of the Planning & Zoning division. Employees in this classification perform at the technical level and are responsible for conducting studies and collecting and analyzing data for application to land use regulations, codes and ordinances for the planning and development of the City. Work includes assisting the public with inquiries regarding established zoning and code regulations.

Typical Qualifications: Associates degree in related field with two years of previous experience preferred in Planning & Zoning or administrative support.

Principal Office Assistant

Under limited supervision, the purpose of the position is to provide responsible, complex administrative support to the assigned department or assigned supervisor. Employees in this classification function in a lead capacity and are accountable for the accuracy of both routine and non-routine administrative support duties performed as dictated by the nature of department. Position performs essential duties for a large operating unit, a specialized unit, or as primary administrative support for an organization official. Position is distinguished from that of the Office Assistant by the degree of accountability of the work, greater latitude in exercise of independent judgment concerning assigned duties, and the ability to function with a higher degree of independence. Only projects with entail technical or highly complex matters are given close attention by the immediate supervisor.

Typical Qualifications: High School Diploma or GED. Five (5) to six (6) years of progressively responsible experience and /or training in administrative/secretarial support functions.

Contract Summary for Temporary Employment Services

Purchasing Assistant

Under direct supervision, the purpose of the position is to assist the administrative functions of purchasing and receiving commodities and supplies for all departments. Employees in this job classification function at entry level to aid in maintaining vendor relationships for the continuous supply of quality products. Work includes maintaining basic commodity buying, records and reports, weekly and monthly product updates, and product inventory journals.

Typical Qualifications: High School Diploma or GED. Six (6) to eleven (11) months experience in the administrative support functions of purchasing, accounting or related field; or an equivalent combination of education, training, and experience. Forklift Certification, EOC Certification, preferred.

Purchasing Agent

Under general supervision, the purpose of the position is to purchase and receive commodities and supplies for the City. Employees in this job classification function at the professional level, to maintain vendor relationships for the continuous supply of quality products. Employee is accountable for maintaining records and reports. Work includes exploring potential vendors and procurement of new products.

Typical Qualifications: Bachelor's Degree in Business Administration or related field. Two (2) years of purchasing experience required. Certified Procurement Professional Buyer (CPPB) preferred.

Contract Summary for Temporary Employment Services

Senior Accountant

Under general direction, the purpose of the job is to perform routine to moderately complex accounting analysis according to generally accepted standard accounting principles, established procedures, departmental guidelines, and regulatory requirements applicable to the work. Employees in this job classification function at professional staff level to accomplish assigned functions according to established schedules, calendars, projects, and programs of the assigned department. Work includes researching and collecting data, preparing clear and concise financial reports, and monitoring expenditures and revenues of assigned divisions and/or departments. Position is distinguished from that of the Accountant by the high degree of accountability of the work; complex and specialized expertise in the field of knowledge; greater latitude in exercise of independent judgment concerning assigned duties; and the ability to function with a higher degree of independence.

Typical Qualifications: Bachelor's Degree in Accounting or related field; 5 years progressively responsible experience in accounting or financial analysis; preferably within a similar government agency. Or an equivalent combination of education, training, and experience. Must be a Certified Public Accountant in the State of Florida.

Senior Office Assistant

Under general supervision, the purpose of the position is to provide highly responsible, complex administrative support to the assigned department or assigned supervisor. Employees, in this classification function at higher level and are accountable for the accuracy of both routine and non-routine administrative support duties performed and analyzing administrative problems and recommending solutions as dictated by the nature of department. Position performs essential duties for a large operating unit, a specialized unit, or as primary administrative support for an organization official. Position is distinguished from that of the Principal Office Assistant by the high degree of accountability of the work, greater latitude in exercise of independent judgment concerning assigned duties, and the ability to function with a higher degree of independence.

Typical Qualifications: High School Diploma or GED. Four (4) to five (5) years of responsible experience and/or training in administrative/secretarial support functions; or an equivalent combination of education, training, and experience. Must successfully and accurately pass the entrance typing exam with 45+ wpm.

Contract Summary for Temporary Employment Services

JOB CLASSIFICATION – INDUSTRIAL

Custodian

Under direction, performs responsible janitorial work involving the care and maintenance of various municipal buildings. Although the employee works independently and is often physically removed from supervision, duties are performed within the framework of pre-established policies and procedures.

Typical Qualifications: High school diploma or GED. Janitorial experience preferred; or an equivalent combination of education, training, and experience. Possess valid Florida Driver's license.

Electrician

Under direction, the purpose of the position is to perform skilled technical and mechanical electrical work for the City. Employees in this classification perform at journey level, and are responsible for installing, maintaining, repairing and replacing electric parts, equipment and motors. Employee is accountable for ensuring all work is performed in compliance with all applicable electrical codes, standards and regulatory requirements. Employee works with considerable independence, however confers with supervisor in unusual electrical matters.

Typical Qualifications: High School Diploma or GED. Vocational-Technical Certification in electric work. Five (5) to seven (7) years of progressively responsible experience in electrical work, preferably in industrial equipment, to include two (2) years' experience in a journeyman capacity; or an equivalent combination of education, training, and experience. Must possess a valid Florida Driver's License.

Equipment Operator

Under direction, the purpose of the position is to perform skilled maintenance and construction work through the operation of heavy equipment and machinery. Employee possesses journeyman knowledge of various public services construction, repair and maintenance activities policies and procedures. Employee performs all work according to established safety standards, codes and regulations applicable to the work. Employee works with independence and limited supervision, and functions in a lead capacity in the absence of a supervisor.

Typical Qualifications: High School Diploma or GED. Three (3) to four (4) years of responsible experience in Public Works/construction, to include two (2) years' experience in the operation of heavy equipment; or an equivalent combination of education, training, and

Contract Summary for Temporary Employment Services

experience. Must possess and maintain a valid Class “B” Florida Commercial Driver License. Must possess and maintain Dept. of Transportation Zone Intermediate Certificate.

Facilities Technician

Under general supervision, the purpose of the position is to perform a wide variety of semi-skilled maintenance and repair work in one or more of the trade disciplines, e.g., A/C; electrical, masonry, plumbing, carpentry. Performs all work according to established safety standards, building codes and regulations applicable to the work. Employees in this classification have previous experience in the trade, and can perform tasks independently, though work remains subject to review and inspection during and upon completion of assigned tasks.

Typical Qualifications: High School Diploma or GED. Two (2) years experience in semi-skilled laboring or maintenance work; or an equivalent combination of education, training, and experience. Must possess and maintain a valid Class D Florida Driver’s License. Forklift Certification preferred.

Facilities Trade Technician

Under general supervision, the purpose of the position is to perform a wide variety of semi-skilled maintenance and repair work in skilled trade disciplines, e.g., masonry, carpentry. Employees in this classification perform all work according to established safety standards, codes and regulations applicable to the work. Employees in this classification have previous experience in the trade, and can perform tasks independently, though work remains subject to review and inspection during and upon completion of assigned tasks.

Typical Qualifications: High School Diploma or GED. Five (5) to seven (7) years of experience in semi-skilled concrete and construction work; or an equivalent combination of education, training, and experience. Must possess and maintain a valid Class “B” Florida Commercial Driver’s License. Must have specialized knowledge of concrete mixing equipment and experience with towing heavy equipment.

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Maintenance Worker

Under direct supervision, the purpose of the position is to provide organization, sanitation, and general maintenance in the assigned area of the assigned Department. Employees in this classification perform general and preventative maintenance work. Position is responsible for the cleanliness and maintenance of supplies in the assigned areas.

Typical Qualifications: High school diploma or GED. Demonstrated ability to fulfill the physical requirements of the work. Possess a valid Florida Class “B” CDL License.

Mechanic

Under general supervision, performs preventative maintenance services, inspects, diagnoses, and repairs automotive and heavy-duty trucks and equipment. Performs a variety of tasks requiring specialized knowledge and skills. Work is performed under general supervision and is reviewed while in progress and upon completion for accuracy and completeness.

Typical Qualifications: High school diploma (or equivalent) or completion of a vocational training program in the area of automotive or heavy equipment mechanics, or a minimum of one (1) year of experience in automotive, light and/or heavy vehicle and equipment repair. Valid Class B Commercial Driver’s License preferred. One (1) current ASE certification or two (2) Automotive Manufacturer’s certificates from an established dealership in varied automotive repair specialties such as electrical, drivability, heating and air conditioning, engine repair, etc.

Parks Lead Worker

Under general supervision, the purpose of the position is to coordinate all routine and preventative maintenance efforts to provide a clean, safe, working environment in the assigned area of the Parks and Recreation Department. Employees in this class are distinguished from that of the Maintenance Worker by the completion of additional training in a trade discipline relevant to facilities maintenance. Position is responsible for coordinating all repair, remodeling and relocation efforts.

Typical Qualifications: High School Diploma or GED. Two (2) or more years of experience and/or training in one (1) more of the trade disciplines and possess abilities in an additional trade discipline acquired through either internal or external vocational training resources or an equivalent combination of education, training, and experience. Limited Round Up License, Certified Playground safety inspector, preferred. Valid Fla CDL licenses preferred.

Contract Summary for Temporary Employment Services

Parks Technician

Under general supervision, the purpose of the position is to perform a wide variety of semi-skilled maintenance and repair work in one or more of the trade disciplines, e.g., irrigation, landscaping (i.e. – tree/shrub/turf maintenance), electrical, masonry, plumbing, carpentry. Employees in this classification perform all work according to established safety standards, building codes and regulations applicable to the work. Employees in this classification have previous experience in the assigned trade, and can perform tasks independently, though work remains subject to review and inspection during and upon completion of assigned tasks.

Typical Qualifications: High school diploma or GED. Two (2) years of experience in semi-skilled laboring or maintenance work; or an equivalent combination of education, training, and experience. Must possess and maintain a valid Class B CDL Florida Driver's License. Certification as Journeyman electrician; Pesticide Cortication, Turf, fertilization, etc.

Plant Operator Trainee

Under direct supervision, performs skilled and semi-skilled technical work while being trained in the operation of a water or sewer treatment plant. Is responsible for learning the duties involved in plant operation, necessary laboratory analysis, established procedures, and routine maintenance and servicing of equipment and machinery typically under the guidance of a Plant Operator I or II.

Typical Qualifications: Graduation from high school or vocational school and two (2) to four (4) months of experience in the operation of electrical and mechanical machinery similar to that in a water and sewer treatment plant, or any equivalent combination of training and experience which provides the required skills, knowledge and abilities.

Refuse Collector

Under direct supervision, the purpose of the position is to perform heavy manual work of routine difficulty in the collection of refuse and recyclable materials. Employees in this classification perform work with minimal latitude for the use of initiative and independent judgment. Depending on functional area of assignment, tasks involve the regular and, at times, sustained performance of moderately physically demanding work and may require occasional lifting, carrying, pushing and/or pulling of heavy objects or materials (up to 80 pounds).

Typical Qualifications: High school diploma or GED, supplemented by some manual labor experience, or an equivalent combination of education, certification, training and/or experience. Must have National Incident Management System (NIMS) certification (level to

Contract Summary for Temporary Employment Services

be determined by job classification requirements) or obtain within one year of employment. Must have a valid Florida driver's license with an air brake endorsement and satisfactory driving record throughout employment.

Water Plant Operator, Class-B License

Operators in this class reports to the Lead Operator, Chief operator, or any designated Class A licensed operator and require minimal supervision. Operators at this level are familiar with Federal and State requirements governing the operation of a Community Water System and can provide supervision to lesser qualified operators. Employees occupying this position routinely perform a variety of skilled technical duties such as calculating chemical dosages, accomplishes regulatory water quality monitoring of source and treated water, interprets analytical test results and is expected to take immediate and responsible action using sound judgement. Employee is counted on to assist in establishing treatment system parameters along with safety guidelines for chemical deliveries, handling, and storage to ensure a safe work environment. Operators at this level know the physical, chemical, and biological processes involved in water treatment and their effects on water quality. These operators can work independently to ensure the consistent production of safe aesthetically pleasing water for human consumption and industrial use.

Typical Qualifications: High school diploma or GED; Florida Class "B" Water Operator's License; three (3) years responsible experience in utilities operations. Must possess and maintain a valid Florida Driver's License.

Water Plant Operator, Class-C License

This Classification is distinguished from the Water Plant Operator – Trainee, by license, training, and experience requirements. Operators in this class receive general supervision and reports to the Lead Operator, Chief operator, or any designated Class B or Class A licensed operator. The purpose of the position is to operate and regulate water flow and pressure in the City's Utilities Division. Employees in this classification are responsible for performing routine to complex inspection and maintenance duties to ensure efficient and effective operation of water facilities and equipment. Employees must be capable of performing basic lab analysis to monitor source and treated water quality, interpret test results and independently adjust flow and chemical feed rates as necessary to ensure drinking water being produced meets established system parameters for quality, quantity, and is safe for human consumption and industrial use.

Typical Qualifications: High School diploma or GED; Florida Class "C" Water Operator's License; One (1) to two (2) years responsible experience in utilities operations. Must possess and maintain a valid Florida Driver's License.

Contract Summary for Temporary Employment Services

ATTACHMENTS: HOURLY RATES

Contract Summary for Temporary Employment Services

ATHENA Consulting

ATHENA Consulting

Hourly Rate Range

Position	Hourly Pay Rate Range	Hourly Bill Rate Range
	(Dollar Amount Employee is Paid)	(Amount Agency is Billed)
Job Classification- Administrative		
Accountant	\$20.00 - \$23.50	\$24.70 - \$29.02
Accounting Assistant	\$16.00 - \$19.00	\$19.76 - \$23.47
Associate Planner	\$22.00 - \$26.00	\$27.17 - \$32.11
Behavioral Health Clinician	\$25.00 - \$29.00	\$30.88 - \$35.82
Cashier	\$8.50 - \$10.50	\$10.50 - \$12.97
Code Compliance Officer	\$17.50 - \$22.00	\$21.61 - \$27.17
Data Entry Operator	\$8.50 - \$11.00	\$10.50 - \$13.59
Executive Assistant	\$17.00 - \$20.00	\$21.00 - \$24.70
Human Services Coordinator	\$28.00 - \$21.00	\$34.58 - \$25.94
IT Support Specialist	\$16.50 - \$20.00	\$20.38 - \$24.70
Office Assistant	\$10.00 - \$12.00	\$12.35 - \$14.82
Parks & Recreation Attendant	\$8.50 - \$10.50	\$10.50 - \$12.97
Permit Services Representative	\$10.00 - \$12.00	\$12.35 - \$14.82
Planning Technician	\$19.50 - \$22.00	\$24.08 - \$27.17
Principal Office Assistant	\$12.50 - \$15.00	\$15.44 - \$18.53
Purchasing Assistant	\$10.50 - \$13.00	\$12.97 - \$16.06
Purchasing Agent	\$18.00 - \$22.00	\$22.23 - \$27.17
Senior Accountant	\$24.00 - \$28.00	\$29.64 - \$34.58
Senior Office Assistant	\$11.00 - \$13.00	\$13.59 - \$16.06

ADDITIONAL FEES FOR VARIOUS LEVELS OF ADDITIONAL BACKGROUND CHECKS:

Description	Unit Cost
Level 1	\$24.00
Level 2	\$70.00
Level 3	\$100.00
Fingerprint	\$75.00
Criminal checks in other states	\$20.00
National Level	\$40.00
Sex offender check	\$10.00

Contract Summary for Temporary Employment Services

4 Best Business Corp



November 07th, 2019

City of Coral Springs, Florida

Bid Number: 19-D-112F - Temporary Employment Services

4BBCorp Hourly Rates

Position	Employee Salary		Markup	Bill Rate (MarkUp Included)	
	Low	High		Low	High
Accountant	14.00	28.00	24%	17.36	34.72
Accounting Assistant	11.50	18.50	24%	14.26	22.94
Associate Planner	18.00	33.60	24%	22.32	41.66
Behavioral Health Clinician	19.23	34.13	24%	23.85	42.32
Cashier	8.46	15.00	24%	10.49	18.60
Code Compliance Officer	15.00	26.00	24%	18.60	32.24
Data Entry Operator	8.46	15.00	24%	10.49	18.60
Executive Assistant	11.80	27.50	24%	14.63	34.10
Human Services Coordinator	8.66	18.00	24%	10.74	22.32
IT Support Specialist	11.50	23.00	24%	14.26	28.52
Office Assistant	9.00	19.00	24%	11.16	23.56
Parks & Recreation Attendant	9.00	19.00	24%	11.16	23.56
Permit Services Rep	9.00	18.50	24%	11.16	22.94
Planning Technician	11.00	22.90	24%	13.64	28.40
Principal Office Assistant	10.00	19.60	24%	12.40	24.30
Purchasing Assistant	11.00	23.00	24%	13.64	28.52
Purchasing Agent	13.00	42.00	24%	16.12	52.08
Senior Accountant	22.00	43.00	24%	27.28	53.32
Senior Office Assistant	11.50	21.50	24%	14.26	26.66

4BBCorp Additional Testing

Additional Test	Price
FDLE Background Check	\$ 24.00
US Registered Sex Offender	\$ 7.00
10 Panel Drug Screening	\$ 28.00
Driving Record Report	\$ 7.00
Credit Report	\$ 7.00
Education Verification	\$ 12.50
Past Employment Verification	\$ 12.50
Reference Verification	\$ 12.50
Fingerprint Criminal History Report	\$ 90.00

Best Regards,

Miguel FernandezPresident

Contract Summary for Temporary Employment Services

22nd Century



Bid # 19-D-112F
Temporary Employment Services

Price

Position	Pay Rate	Pay Rate	Markup
JOB CLASSIFICATION - ADMINISTRATIVE	Min	MAX	
Accountant	\$20.00	\$24.60	25%
Accounting Assistant	\$15.79	\$19.42	25%
Associate Planner	\$13.20	\$16.24	25%
Behavioral Health Clinician	\$18.50	\$22.76	25%
Cashier	\$11.48	\$14.12	25%
Code Compliance Officer	\$18.72	\$23.03	25%
Data entry Operator	\$11.00	\$13.53	25%
Executive Assistant	\$11.50	\$14.15	25%
Human services Coordinator	\$13.20	\$16.24	25%
IT Support Specialist	\$20.50	\$25.22	25%
Office Assistant	\$10.50	\$12.92	25%
Parks & Rec Attendant	\$11.41	\$14.03	25%
Permit Services Rep	\$11.41	\$14.03	25%
Planning Technician	\$13.20	\$16.24	25%
Principal Office Assistant	\$15.79	\$19.42	25%
Purchasing Assistant	\$13.57	\$16.69	25%
Purchasing Agent	\$16.57	\$20.38	25%
Senior Accountant	\$25.50	\$31.37	25%
Senior Office Assistant	\$16.00	\$19.68	25%
JOB CLASSIFICATION - INDUSTRIAL			
Custodian	\$11.00	\$13.53	28%
Electrician	\$16.50	\$20.30	28%
Equipment Operator	\$16.50	\$20.30	28%
Facilities Technician	\$16.50	\$20.30	28%
Facilities Trade Tech	\$16.50	\$20.30	28%
Maintenance Worker	\$11.20	\$13.78	28%
Mechanic	\$12.21	\$15.02	28%
Parks Lead worker	\$11.21	\$13.79	28%
Parks Technician	\$11.21	\$13.79	28%
Plant Operator Trainee	\$12.21	\$15.02	28%
Refuse Collector	\$12.50	\$15.38	28%
Water plant operator Class B License	\$16.20	\$19.93	28%
Water plant operator Class C License	\$16.20	\$19.93	28%

Additional fees for various levels of additional background checks

Item	Description	Unit Cost
1	Fingerprint	\$50.00
2	Criminal checks in other states	\$46.00
3	National level	\$46.00
4	Sex offender check	\$46.00

Contract Summary for Temporary Employment Services

CEI STAFFING
(COCHHBHA Consulting)

TEMPORARY EMPLOYMENT SERVICES FOR S.E. FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP COCHHBHA ENTERPRISES, INC. D/B/A 'CEI STAFFING'					
Occupational Group	Occupation	Hourly Rates		Bill Rates	
		Pay Rate Min	Pay Rate Max	Bill Rate Min	Bill Rate Max
Administrative	Accountant	\$18.69	\$29.99	\$23.55	\$37.78
Administrative	Accounting Assistant	\$12.46	\$19.47	\$15.70	\$24.53
Administrative	Associate Planner	\$19.33	\$30.17	\$24.35	\$38.02
Administrative	Behavioral Health Clinician	\$19.31	\$30.81	\$24.32	\$38.82
Administrative	Cashier	\$11.68	\$14.95	\$14.72	\$18.83
Administrative	Code Compliance Officer	\$15.19	\$22.98	\$19.14	\$28.95
Administrative	Data Entry Operator	\$12.50	\$19.96	\$15.75	\$25.15
Administrative	Executive Assistant	\$17.52	\$27.26	\$22.08	\$34.35
Administrative	Human Services Coordinator	\$16.70	\$26.66	\$21.05	\$33.59
Administrative	IT Support Specialist	\$22.06	\$34.19	\$27.80	\$43.08
Administrative	Office Assitant	\$13.63	\$21.03	\$17.17	\$26.50
Administrative	Parks & Rec Attendant	\$9.00	\$12.00	\$11.34	\$15.12
Administrative	Permit Services Rep	\$13.63	\$21.03	\$17.17	\$26.50
Administrative	Planning Technician	\$14.41	\$21.42	\$18.15	\$26.99
Administrative	Principal Office Assistant	\$12.46	\$19.47	\$15.70	\$24.53
Administrative	Purchasing Assistant	\$17.52	\$27.26	\$22.08	\$34.35
Administrative	Purchasing Agent	\$20.05	\$31.30	\$25.26	\$39.44
Administrative	Senior Accountant	\$20.25	\$32.32	\$25.52	\$40.73
Administrative	Senior Office Assistant	\$13.63	\$21.03	\$17.17	\$26.50
Industrial	Custodian	\$10.90	\$16.36	\$14.07	\$21.10
Industrial	Electrician	\$15.97	\$24.92	\$20.60	\$32.15
Industrial	Equipment Operator	\$14.80	\$22.98	\$19.09	\$29.64
Industrial	Facilities Technician	\$11.68	\$17.52	\$15.07	\$22.60
Industrial	Facilities Trade Technician	\$13.63	\$21.03	\$17.58	\$27.13
Industrial	Maintenance Worker	\$24.30	\$36.45	\$31.35	\$47.02
Industrial	Mechanic	\$15.19	\$22.98	\$19.59	\$29.64
Industrial	Parks Lead Worker	\$12.46	\$19.47	\$16.08	\$25.12
Industrial	Parks Technician	\$13.63	\$21.03	\$17.58	\$27.13
Industrial	Plant Operator Trainee	\$15.97	\$24.92	\$20.60	\$32.15
Industrial	Refuse Collector	\$10.90	\$16.36	\$14.07	\$21.10
Industrial	Water Plant Operator Class B License	\$18.69	\$28.82	\$24.11	\$37.17
Industrial	Water Plant Operator Class C License	\$17.52	\$27.26	\$22.61	\$35.16

Additional fees for various levels of additional background checks		
Item	Description	Unit Cost
1	Level 1 Background	\$25.00
2	Level 2 Background	\$83.00
3	Level 3 Background	\$150.00
4	Fingerprint	\$83.00
5	Criminal checks in other states	\$25.00
6	National Level	\$25.00
7	Sex offender check	\$0.00

Contract Summary for Temporary Employment Services

SoftHQ

SOFTHQ

SoftHQ, Inc. November 18, 2019
City of Coral Springs, State of Florida
Bid No. 19-D-112F, Temporary Employment Services

1 PRICE – HOURLY RATES

Position	Pay Rate		Markup	Bill Rate	
	Min	Max		Min	Max
Custodian	\$16.50	\$18.90	30	\$21.45	\$24.57
Electrician	\$15.96	\$19.29	30	\$20.75	\$25.08
Equipment Operator	\$13.41	\$17.99	30	\$17.43	\$23.39
Facilities Technician	\$19.47	\$26.84	30	\$25.31	\$34.89
Facilities Trade Technician	\$19.47	\$26.84	30	\$25.31	\$34.89
Maintenance Worker	\$15.29	\$25.00	30	\$19.88	\$32.50
Mechanic	\$13.48	\$21.67	30	\$17.52	\$28.17
Parks Lead Worker	\$21.00	\$28.00	30	\$27.30	\$36.40
Parks Technician	\$17.24	\$24.35	30	\$22.41	\$31.66
Plant Operator Trainee	\$13.25	\$16.49	30	\$17.23	\$21.44
Refuse Collector	\$15.55	\$25.10	30	\$20.22	\$32.63
Water Plant Operator Class B License	\$21.00	\$26.00	30	\$27.30	\$33.80
Water Plant Operator Class C License	\$24.00	\$30.00	30	\$31.20	\$39.00

REDCON

Contract Summary for Temporary Employment Services

REDCON Solutions Group	Industrial	
Positions	Pay Range	Mark Up %
Custodian	\$11.50-\$12.75	\$14.72-\$16.32
Electrician	\$26.00-\$29.50	\$33.28-\$37.76
Equipment Operator	\$18.25-\$19.90	\$23.36-\$25.36
Facilities Technician	\$19.00-\$21.20	\$24.32-\$27.08
Facilities Trade Tech	\$21.00-\$23.45	\$26.88-\$30.01
Maintenance Worker	\$19.50-\$20.50	\$24.96-\$26.24
Mechanic	\$18.95-\$19.45	\$24.25-\$24.89
Parks Lead Worker	\$21.20-\$22.25	\$27.14-\$28.48
Parks Technician	\$16.50-\$18.25	\$21.12-\$23.36
Plant Op Trainee	\$19.95-\$20.80	\$25.54-\$26.62
Refuse Collector	\$17.50-\$19.10	\$22.40-\$24.45
Water Plant Op Cls B	\$25.05-\$27.50	\$32.06-\$35.20
Water Plant Op Cls C	\$21.65-\$23.80	\$27.71-\$30.46

**TEMPORARY EMPLOYMENT SERVICES FOR
S.E. FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP
BID NO. 19-D-112F
TABULATION**

Vendor		Athena Consulting LLC	4 Best Business Corp	22 ND Century Technologies Inc	COCHHBHA DBA CEI Staffing
Contact		Mark Elvin	Miguel Fernandez	Eva Gaddis-McKnight	Eddie Edwards Jr.
Phone #		484-477-7747	954-212-1442	888-998-7284	954-572-6802
PERCENTAGE MARKUP					
Item No.	Description	Percent Markup	Percent Markup	Percent Markup	Percent Markup
1	Administrative (Office) Type Temporary Professional Services Percentage of Hourly Salary Cost Clerical/Administrative:	23.5%	24%	25%	26%
2	Industrial Type Temporary Professional Services Percentage of Hourly Salary Cost Industrial:	N/A	32%	28%	29%
ADDITIONAL FEES FOR VARIOUS LEVELS OF ADDITIONAL BACKGROUND CHECKS:					
Item No.	Description	Unit Cost	Unit cost	Unit Cost	Unit Cost
1	Level 1	\$24.00	FREE		\$ 25.00
2	Level 2	\$70.00	\$80.00		\$ 83.00
3	Level 3	\$100.00	\$100.00		\$150.00
4	Fingerprint	\$75.00	\$40.00	\$50.00	\$ 83.00
5	Criminal checks in other states	\$20.00	\$24.00	\$46.00	\$ 25.00
6	National level	\$40.00	\$24.00	\$46.00	\$25.00
7	Sex offender check	\$10.00	FREE	\$46.00	

Vendor		REDCON Solutions Group	SOFTHQ Inc	Premier Staffing Source Inc	INFOJINI
Contact		Kyle Evans	Kranti Ponnah	Myrna Cooks	Sandeep Harjani
Phone #		407-601—567	858-658-9200	301-306-0774	443-257-0086
PERCENTAGE MARKUP					
Item No.	Description	Percent Markup	Percent Markup	Percent Markup	Percent Markup
1	Administrative (Office) Type Temporary Professional Services Percentage of Hourly Salary Cost Clerical/Administrative:	28%	30%	38%	32%
2	Industrial Type Temporary Professional Services Percentage of Hourly Salary Cost Industrial:	28%	30%	41%	35%
ADDITIONAL FEES FOR VARIOUS LEVELS OF ADDITIONAL BACKGROUND CHECKS:					
Item No.	Description	Unit Cost	Unit cost	Unit Cost	Unit Cost
1	Level 1			\$14.00	\$30.00
2	Level 2			\$16.00	\$35.00
3	Level 3			\$20.00	\$40.00
4	Fingerprint			\$41.00	\$25.00
5	Criminal checks in other states			\$16.00	\$65.00
6	National level			\$16.00	\$80.00
7	Sex offender check			\$18.00	\$30.00

Vendor		CTI Computer Training Institute DBA CTI Consulting	IOS Acquisition LLC	Albion Staffing Solutions Inc	NOVAD Management Consulting
Contact		Jason Silver	Vincent Puma	Andrew Titley	E. Davon Kelly
Phone #		954-761-8282	212-430-1703	3054061080	301.429.5961
PERCENTAGE MARKUP					
Item No.	Description	Percent Markup	Percent Markup	Percent Markup	Percent Markup
1	Administrative (Office) Type Temporary Professional Services Percentage of Hourly Salary Cost Clerical/Administrative:	35%	29%	27%	1.35%
2	Industrial Type Temporary Professional Services Percentage of Hourly Salary Cost Industrial:	35%	No Bid	35%	1.35%
ADDITIONAL FEES FOR VARIOUS LEVELS OF ADDITIONAL BACKGROUND CHECKS:					
Item No.	Description	Unit Cost	Unit cost	Unit Cost	Unit Cost
1	Level 1	N/A	\$24.00 (FDLE)	N/A as per Addendum	
2	Level 2		\$37.25 (FDLE)	N/A as per Addendum	
3	Level 3		FDLE doesn't have level 3	N/A as per Addendum	
4	Fingerprint			At cost if applicable	\$10.00
5	Criminal checks in other states		\$6.00 per state + state fees	At cost if applicable	\$14.95
6	National level		\$3.00	At cost if applicable	\$18.95
7	Sex offender check		\$5.00	At cost if applicable	\$18.95

Vendor		Corporate Temps Inc	Best Candidates LLC DBA Creative Staffing	Balance Professional Inc	GL Staffing Services Inc
Contact		Shawn Menefee	John Bitterman	Matthew Klapper	Christoper Mine
Phone #		770-934-1710	305-279-7799	954-589-0049	954-973-8350
PERCENTAGE MARKUP					
Item No.	Description	Percent Markup	Percent Markup	Percent Markup	Percent Markup
1	Administrative (Office) Type Temporary Professional Services Percentage of Hourly Salary Cost Clerical/Administrative:	35%	33%	29%	40%
2	Industrial Type Temporary Professional Services Percentage of Hourly Salary Cost Industrial:	37%	36%	33.3%	35%
ADDITIONAL FEES FOR VARIOUS LEVELS OF ADDITIONAL BACKGROUND CHECKS:					
Item No.	Description	Unit Cost	Unit cost	Unit Cost	Unit Cost
1	Level 1		\$20.00	-0-	
2	Level 2		\$70 – 90.00		
3	Level 3		\$18.00		
4	Fingerprint		\$70-90.00		
5	Criminal checks in other states		!17.00 per state		
6	National level		\$35.00		
7	Sex offender check		\$5.00		

Vendor		vTech Solution Inc	Tampa Service Co DBA Pacesetter	Alpha 1 Staffing/Search Firm	Honorvet
Contact		Haresh Vataliya	Larry Kosta	Garrie Harris	Asheesh Mahajan
Phone #		202-644-9774	512-551-3307	954-734-2744	973-521-8929
PERCENTAGE MARKUP					
Item No.	Description	Percent Markup	Percent Markup	Percent Markup	Percent Markup
1	Administrative (Office) Type Temporary Professional Services Percentage of Hourly Salary Cost Clerical/Administrative:	45%	30%	28.9%	32%
2	Industrial Type Temporary Professional Services Percentage of Hourly Salary Cost Industrial:	47%	42%	34%	32%
ADDITIONAL FEES FOR VARIOUS LEVELS OF ADDITIONAL BACKGROUND CHECKS:					
Item No.	Description	Unit Cost	Unit cost	Unit Cost	Unit Cost
1	Level 1	\$35.00		\$45.00	-0-
2	Level 2	\$66.00		\$100.00	
3	Level 3	\$71.00		\$150.00	
4	Fingerprint	\$75.00--\$79.00		\$110.00	
5	Criminal checks in other states	\$13.00 - \$79.00		\$65.00	
6	National level	\$29.00		\$120.00	
7	Sex offender check	\$18.00		\$75.00	

Vendor		Human Edge Corp	Precision Staffing Inc	RCAN Don't Quite Corp DBA Pride Staff 452	Employment Solutions of NY Inc DBA Transhire
		Lori Caristo	John Norcross	Robert Calamia	Dan Mori
		954-236-6381	561-220-3227	954-999-3503	954-484-5401
PERCENTAGE MARKUP					
Item No.	Description	Percent Markup	Percent Markup	Percent Markup	Percent Markup
1	Administrative (Office) Type Temporary Professional Services Percentage of Hourly Salary Cost Clerical/Administrative:	45%	28%	40%	32%
2	Industrial Type Temporary Professional Services Percentage of Hourly Salary Cost Industrial:	55%	33%	No Bid	37%
ADDITIONAL FEES FOR VARIOUS LEVELS OF ADDITIONAL BACKGROUND CHECKS:					
Item No.	Description	Unit Cost	Unit cost	Unit Cost	Unit Cost
1	Level 1	-0-		\$50.00	-0-
2	Level 2				
3	Level 3			\$50.00	
4	Fingerprint				
5	Criminal checks in other states			\$25.00	
6	National level			\$25.00	
7	Sex offender check			\$25.00	

Vendor		Diksriter Inc	SearchPros Staffing LLC		
Contact		Laveena Yadav	Myla Ramos		
Phone #		412-465-1214	916-721-6000		
PERCENTAGE MARKUP					
Item No.	Description	Percent Markup	Percent Markup	Percent Markup	Percent Markup
1	Administrative (Office) Type Temporary Professional Services Percentage of Hourly Salary Cost Clerical/Administrative:	31.02%	35%		
2	Industrial Type Temporary Professional Services Percentage of Hourly Salary Cost Industrial:	33.27%	No Bid		
ADDITIONAL FEES FOR VARIOUS LEVELS OF ADDITIONAL BACKGROUND CHECKS:					
Item No.	Description	Unit Cost	Unit cost	Unit Cost	Unit Cost
1	Level 1	-0-	\$45.00		
2	Level 2		TBD		
3	Level 3		TBD		
4	Fingerprint		\$38.00		
5	Criminal checks in other states		\$6.50		
6	National level		\$6.00		
7	Sex offender check		\$3.00		

**City of Coral Springs
City Commission Meeting Agenda Item**

Meeting: DATE
Department: Financial Services
Initiated By:

Summary Sheet

DOC ID: XXXX

SUBJECT: Temporary Employment Services

PLACEMENT: Consent

REQUESTED ACTION: Request to award Bid #19-D-112 for Temporary Employment Services for Administrative Positions to **Athena Consulting, LLC**, of Gaithersburg, TN; **4 Best Business Corp.** of Miramar, FL; **22nd Century Technologies, Inc.** of Somerset, NJ; **COCCHHBHA Enterprises, Inc. d/b/a CEI Staffing** of Sunrise, FL from January 15, 2020 through January 14, 2022. The City's estimated annual expenditure is \$100,000.

(INCLUDE CONTRACT START/TERM DATES)

Request to award Bid #19-D-112 for Temporary Employment Services for Industrial Positions to **22nd Century Technologies, Inc.** of Somerset, NJ; **COCCHHBHA Enterprises INC. d/b/a CEI Staffing** of Sunrise, FL; **SOFTHQ Inc.** of San Diego, CA; and **REDCON Solutions Group LLC**, of Orlando, FL from January 15, 2020 through January 14, 2022. The City's estimated annual expenditure is \$75,000. (REQUEST TO AWARD)

ATTACHMENTS:

- #1 - Bid Tabulation
- #2 - Athena Consulting LLC. Agreement
- #3 - 4 Best Business Corp. Agreement
- #4 - 22nd Century Technologies Inc. Agreement
- #5 - COCCHHBHA Enterprises Inc. d/b/a CEI Staffing Agreement
- #6 - SOFTHQ Inc Agreement
- #7 - REDCON Solutions Group LLC. Agreement

BACKGROUND / DESCRIPTION:

The Southeast Florida Governmental Purchasing Cooperative Group (Co-Op), began approximately 28 years ago with a small group of Broward County Cities. The Co-Op has grown to 52 entities from Miami-Dade, Broward, and Palm Beach Counties.

The Co-Op combines the buying power of the members for products or services purchased to achieve the best available pricing under a term contract. The Co-Op also reduces staff time spent on bidding procedures by having a lead agency complete the bidding for all members that wish to participate in that procurement.

The City utilizes Temporary Employment Services in lieu of full-time staff and part-time personnel on a regular basis. The hourly rates are low and staff time is saved processing applications and hiring personnel for temporary assignments. The contract also affords the departments the opportunity to obtain personnel with only a 24-hour notice. In addition, at least 15 current or past City personnel started out as Temporary Staff and were able to obtain full time positions with the City based on their work performance as a temporary employee.

**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: (date)**

Subject: {Header in subsequent pages must match subject line}

The City of Coral Springs has been the lead agency for the Temporary Employment Services Contract for the past twelve years. A new bid was issued on August 6, 2019 and twenty-six responses were received. Due to twenty-seven agencies in the Co-Op utilizing the contract, a total of 4 vendors are needed for each category of Administrative job positions and Industrial job positions.

Copies to: D. Pazdra, Director of Human Resources
 L. Gorgoy, Purchasing Manager
 K. Moskowitz, Director of Financial Services
 M. Heller, Deputy City Manager
 S. Whitacre, Deputy City Attorney
 J. Hearn, City Attorney

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS BY THE CITY MANAGER'S OFFICE FOR SERVICES TO BE PURCHASED FROM THE NEWS DIRECTORS, INC. FOR PROFESSIONAL CRISIS MANAGEMENT, COMMUNICATION AND VIDEO PRODUCTION SERVICES FOR FISCAL YEAR 2019-2020 (ENDING SEPTEMBER 30, 2020), THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - The News Directors, Inc., R-2020- The News Directors, Inc. Authorization to Exceed \$25K



**CITY OF DANIA BEACH
OFFICE OF THE CITY MANAGER**

MEMORANDUM

DATE: June 9, 2020

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, Assistant City Manager

RE: **Approval of a resolution for The News Directors, Inc. (Crisis Management, Communication and Video Production Services) and to exceed the City's \$25,000 vendor threshold**

REQUEST

City Administration is requesting City Commission approval to authorize extension of agreement and services with The News Directors, Inc. for crisis management and communication services and to exceed the City's \$25,000 vendor threshold.

BACKGROUND

The News Directors, Inc. provides crisis management, project management, and strategic communications professional services to municipal governments. They have provided professional services and training to county and local governments from the keys to the Treasure Coast.

In addition to strategic advisement, The News Directors also offers video production, media relations, web design and development for both Civicplus and Wordpress platforms, intergovernmental affairs, and other special assignments as directed by city administrators.

This fiscal year, the City has utilized The News Directors, Inc. services for crisis management, COVID-19 related communications and most recently per the directive of the City Commission to work towards promoting/assisting local businesses in the City of Dania Beach. The City took the iLoveLocal2020 idea from Broward County Visitors and Convention Bureau and made it unique to Dania Beach by promoting local businesses via interactive videos.

The iLoveLocal2020 campaign is a countywide collaborative initiative to provide an economic stimulus to businesses in Dania Beach. The purpose of the campaign is to engage businesses, chambers of commerce, art community and many other organizations and work cooperatively to promote safe work environments, instill consumer confidence to jumpstart local consumer spending and sustain local businesses. The News Directors, Inc. has produced and edited several iLoveLocal 2020 videos for the

City and worked closely with our PIO and Manager's Office to post the videos on our City Facebook and website.

BUDGETARY IMPACT

This fiscal year 2019-2020, expenditures associated with The News Directors, Inc. are \$13,437.50. The News Directors, Inc. pending invoices for video production are \$10,500.00. Total expenditures: \$23,937.50

These expenditures are budgeted under the City Manager's budget under Professional Services 001-12-01-512-31-10 account.

Due the popularity of this unique endeavor and to continue to promote local businesses, we allocated an additional \$10,000 from account #001-18-00-519-31-10 (social media, graphics design, webpage update services) to cover the costs for a second round of iLoveLocal2020 videos.

RECOMMENDATION

The City Administration recommends approving the attached Resolution and to exceed the City's \$25,000 vendor threshold.

RESOLUTION NO. 2020-052

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE CITY MANAGER'S OFFICE FOR SERVICES TO BE PURCHASED FROM THE NEWS DIRECTORS, INC. FOR PROFESSIONAL CRISIS MANAGEMENT, COMMUNICATION AND VIDEO PRODUCTION SERVICES FOR FISCAL YEAR 2019-2020 (ENDING SEPTEMBER 30, 2020), THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if she is authorized to do so in advance by a resolution adopted by the City Commission; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold at Twenty Five Thousand Dollars (\$25,000.00) for a vendor each fiscal year; and

WHEREAS, The News Directors, Inc. provides crisis management, project management, and strategic communications professional services to county and municipal governments; and

WHEREAS, this fiscal year, the City has utilized The News Directors, Inc. for services for crisis management, COVID-19 related communications and most recently as directed by the Commission to create videos that promote businesses in the City of Dania Beach and these videos are in support of Broward County's "iLoveLocal2020" strategic campaign, which is a City-wide collaborative initiative to provide an economic stimulus to business in the City; and

WHEREAS, the purpose of the campaign is to engage businesses, chambers of commerce, the art community and many other organizations and work cooperatively to promote safe work environments, instill consumer confidence to jumpstart local consumer spending and sustain local businesses; and

WHEREAS, the City Manager's Office is seeking approval to exceed Twenty Five Thousand (\$25,000.00) for future professional services for Fiscal Year 2019-2020 provided funding is available and appropriated in the current budget year and made in accordance with the City of Dania Beach Purchasing Policy for the fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above "Whereas" clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes professional services to be performed by The News Directors, Inc., exceeding the annual amount of Twenty Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor.

Section 3. That services provided from The News Directors, Inc. shall be appropriated from the City Manager's Account No. 001-12-01-512-31-10, "Professional Services". Additionally, there is \$10,000.00 in Account No. 001-18-00-519-31-10 (social media, graphics design, webpage update services) that will be allocated to cover a second round of iLoveLocal2020 videos.

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

Section 5. That this Resolution shall become effective upon its passage and adoption.

PASSED and ADOPTED on June 9, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION DENOUNCING ANTI-SEMITISM, ANTI-ASIAN BIGOTRY, AND ALL HATEFUL SPEECH, VIOLENT ACTION AND THE SPREAD OF MISINFORMATION RELATED TO COVID-19 THAT CASTS BLAME, PROMOTES RACISM AND DISCRIMINATION OR HARMS THE CITY'S CITIZENS OF ASIAN, PACIFIC ISLANDER, JEWISH, IMMIGRANT AND OTHER DESCENTS

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

R-2020- Denouncing Bigotry and the Spread of Misinformation Related to COVID-19

RESOLUTION NO. 2020-053

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, DENOUNCING ANTI-SEMITISM, ANTI-ASIAN BIGOTRY, AND ALL HATEFUL SPEECH, VIOLENT ACTION AND THE SPREAD OF MISINFORMATION RELATED TO COVID-19 THAT CASTS BLAME, PROMOTES RACISM AND DISCRIMINATION OR HARMS THE CITY'S CITIZENS OF ASIAN, PACIFIC ISLANDER, JEWISH, IMMIGRANT AND OTHER DESCENTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, since the outbreak of the COVID-19 virus, more than 4,758,937 cases and more than 316,277 deaths have been confirmed worldwide as of May 18, 2020, according to the Johns Hopkins University Coronavirus Resource Center, and according to the Centers for Disease Control and Prevention, 1,525,646 cases and 90,263 deaths have been reported in the United States as of that date; and

WHEREAS, COVID-19 will not be stopped by political boundaries and was not created or caused by any race, nationality or ethnicity, and the World Health Organization has cautioned against using geographic descriptors that can fuel ethnic and racial discrimination; and

WHEREAS, COVID-19 has infected people from all racial, national and ethnic backgrounds; and

WHEREAS, the City of Dania Beach is fully committed to the safety, security, and equal treatment of its citizens as it confronts the COVID-19 pandemic; and

WHEREAS, each individual has the ability to promote inclusiveness, celebrate diversity, support all fellow community members, prevent the spread of misinformation, and reject hate and bias in all forms; and

WHEREAS, hate crimes, discrimination and aggression against Asians and Jews are on the rise throughout the country as these groups are being blamed for the COVID-19 outbreak and spread; and

WHEREAS, as our history has shown, times of great fear, uncertainty and unrest can lead to the demonization, blaming, and scapegoating of groups; and

WHEREAS, extremists are taking advantage of COVID-19 to spread their hateful ideologies, including antisemitism, racism, Islamophobia, and Sinophobia; and

WHEREAS, amid the growing spread of COVID-19, there are surging reports of bias-motivated incidents targeting members of the Asian and Pacific Islander community in the United States; and

WHEREAS, COVID-19 is a public health issue, not a racial, religious or ethnic one, and the deliberate use of terms such as “Chinese virus” or “Kung Fu virus” to describe COVID-19 only encourages hate crimes and incidents against Asians and further spreads misinformation at a time when communities should be working together to survive this crisis; and

WHEREAS, the Jewish community has been targeted with blame, hate, and anti-Semitic statements and conspiracy theories about their creating, spreading and profiting from COVID-19; and

WHEREAS, it is critical that the City take leadership and stand in solidarity with its Asian and Jewish communities to send a message that discriminatory and hate-motivated behavior and violence will not be tolerated; and

WHEREAS, all persons are encouraged to report any anti-Semitic, discriminatory or racist incidents to the proper authorities for investigation; and

WHEREAS, the City wishes to affirm its commitment to the well-being and safety of its Asian and Jewish community members and ensure that they know they are not alone and that the City of Dania Beach is committed to ending the spread of all forms of hate and bigotry;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing “Whereas” clauses are ratified and confirmed as being true and correct and they are made a specific part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission joins cities, counties and states across the country in affirming its commitment to the safety and well-being of all community members, including the Asian and Jewish communities, and in combatting hate crimes targeting Asians, Jews and Pacific Islanders. The City denounces anti-Semitism, anti-Asian bigotry, and all hateful speech, violent action and the spread of misinformation related to COVID-19 that casts blame, promotes racism and discrimination or harms the City’s citizens of Asian, Pacific Islander, Jewish, immigrant and other descents.

Section 3. That the City Clerk is directed to furnish copies of this Resolution to the Florida and Broward Leagues of Cities for distribution to their members.

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

Section 5. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on June 9, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION SUPPORTING AND STANDING IN SOLIDARITY WITH THOSE CITIZENS OF THE UNITED STATES CURRENTLY PROTESTING THE POLICE-INVOLVED DEATH OF AN AFRICAN-AMERICAN MAN, GEORGE FLOYD, IN MINNEAPOLIS, MINNESOTA; AUTHORIZING THE CITY CLERK TO TRANSMIT THIS RESOLUTION

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

R-2020-054 Solidarity with Protestors (George FLoyd Death)

RESOLUTION NO. 2020-054

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SUPPORTING AND STANDING IN SOLIDARITY WITH THOSE CITIZENS OF THE UNITED STATES CURRENTLY PROTESTING THE POLICE-INVOLVED DEATH OF AN AFRICAN-AMERICAN MAN, GEORGE FLOYD, IN MINNEAPOLIS, MINNESOTA; AUTHORIZING THE CITY CLERK TO TRANSMIT THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 25, 2020, Minneapolis police officers arrested George Floyd, a 46-year-old black man, after a deli employee called 911, accusing him of buying cigarettes with a counterfeit \$20.00 bill; and

WHEREAS, seventeen minutes after the first police car arrived at the scene, Mr. Floyd was unconscious and pinned beneath three police officers with one police officer observing; and

WHEREAS, while Mr. Floyd cried out for his life and repeatedly stated that he could not breathe, a white Minneapolis police officer, Derek Chauvin, kept his knee on the right side of Mr. Floyd's neck for 8 minutes and 46 seconds and Mr. Floyd died as a result of this action; and

WHEREAS, on May 26, 2020, the four officers involved in the arrest were fired from their jobs on the Minneapolis Police Department by the Chief of Police; and

WHEREAS, on May 29, 2020, the Hennepin County Attorney announced that former Officer Chauvin was charged with third degree murder and second degree manslaughter; and

WHEREAS, on June 3, 2020, the charges against Officer Chauvin were increased to second degree murder, which can carry a 40-year sentence; and

WHEREAS, also on June 3, 2020, the other three officers Thomas Lane, J. Alexander Kueng and Tou Thao are facing charges for aiding and abetting murder; and

WHEREAS, the death of Mr. Floyd has sparked outrage which has resulted in protests throughout the country which, in many cities, have escalated into violence and rioting; and

WHEREAS, the City of Dania Beach stands in solidarity with persons of color affected by the unjust death of George Floyd and joins the protestors in seeking clear and unequivocal justice as to all police officers involved in Mr. Floyd's death; and

WHEREAS, the City condemns any and all acts of violence against communities, individuals, businesses, and police departments; and

WHEREAS, the City supports the need for change in law enforcement which is plagued by systemic failures pertaining to the arrests of people of color;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing “Whereas” clauses are ratified and confirmed as being true and correct and they are made a specific part of and incorporated into this Resolution by this reference.

Section 2. That the City stands in solidarity with those who protest peacefully in seeking justice for the death of Mr. George Floyd and supports the need for systemic changes in law enforcement related to the arrest of people of color throughout the country. Residents are entitled to peacefully protest in the City of Dania Beach and have a right to be kept safe, while protesting.

Section 3. That the City condemns acts of violence and rioting which has occurred during the efforts of people seeking peaceful protests related to the death of Mr. Floyd.

Section 4. That the City Clerk is directed to distribute copies of this Resolution to President Donald Trump, Governor Ron DeSantis, Senator Marco Rubio, Senator Rick Scott, Congresswoman Debbie Wasserman-Shultz, Congressman Ted Deutch and the Broward League of Cities for distribution to all cities in Broward County.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on June 9, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZATION THE PROPER OFFICIALS TO RETROACTIVELY EXECUTE A FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF POMPAÑO BEACH FOR THE 2018 AWARD FROM THE DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE FORMULA GRANT. AUTHORIZING THE EXECUTION OF SUBRECEIPT AGREEMENT TO PROPORTIONATELY DISTRIBUTE THE GRANT FUNDING AMONGST GRANT RECIPIENTS; AND AUTHORIZING THE SUBMITTAL BY THE SAME GRANT FOR FISCAL YEAR 2019, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

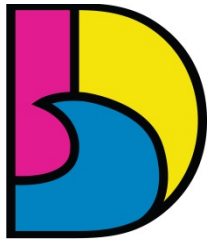
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

2018 JAG MOU City Commission Memo.cd1, R-2020- DOJ Byrne JAG Grant First Amendment to MOU with Pompano Beach for 2018 Award and Subrecipient Agreement and 2019 Grant, First Amendment to 2018 JAG Memorandum of Understanding(1), Exhibit 1 to 2018 JAG Memorandum of Understanding, 2018 JAG CDB APPLICATION (1), JAG 2019 Memorandum of Understanding, Exhibit 1 to 2019 JAG Memorandum of Understanding (002)



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: June 9, 2020

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, ICMA- CM, City Manager
Candido Sosa-Cruz, Assistant City Manager

FROM: Daniel Marks, Captain, Broward Sheriff's Office

RE: 2018 and 2019 Department of Justice Edward Byrne Memorial Justice Assistance Formula Grant Program

Request

City administration requests authorization to enter into the necessary agreements for the City of Dania Beach to receive the 2018 and 2019 Department of Justice Edward Byrne Memorial Justice Assistance Local Solicitation Grant Program funds.

Background

Annually, the City of Dania Beach is eligible to receive funding from the Department of Justice Edward Byrne Memorial Justice Assistance Formula Grant funds. The Broward Sheriff's Office acted as the lead agency in prior years, however, the Department of Justice required a new agency act as lead agency, so the City of Pompano Beach volunteered to apply on behalf of multiple Broward County agencies.

Each year, the City obligates a portion of the grant to support a regional crime analyst's position with the Broward Sheriff's Office (\$7,500). The remainder of the grant is used for operational overtime to add additional resources to combat crime.

Since the City of Pompano Beach is acting as the lead agency for 2018, the Department of Justice requires the City to revise the prior agreement with BSO to reflect the City of Pompano Beach's role as the lead agency.

The resolution takes three actions:

1. Enters into MOU with the City of Pompano Beach and the other sixteen participating agencies
2. Authorizes the execution of the First Amendment to the MOU
3. Authorizes the execution of a sub-recipients agreement between the City of Pompano Beach and the City of Dania Beach for 2018 and 2019 Department of Justice, Edward Byrne Memorial Justice Assistance Formula Grant Program

Budgetary Impact

The impact on the FY 19-20 is positive, allowing for increased funds for crime prevention activities. There is no cash or in-kind match for this grant.

Recommendation

City administration recommends that the City Commission approve the agreements for the City of Dania Beach to participate in the 2018 and 2019 Department of Justice Edward Byrne Memorial Justice Assistance Formula Grant Program.

\continued...



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

MEMORANDUM

Page 2 of 2

2018/2019 Department of Justice Edward Byrne Memorial Justice Assistance Grant Program

Attachments:

1. Resolution
2. City of Pompano Beach Resolution 2019-27 (MOU)
3. 2018 Exhibit 1 – Subrecipient Agreement
4. First Amendment to the MOU
5. 2019 MOU
6. 2019 MOU Exhibit 1 – Sub-recipient Agreement
7. City of Dania Beach Edward Byrne Memorial Justice Assistance Grant Budget Summary

DM/cd

RESOLUTION NO. 2020-055

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO RETROACTIVELY EXECUTE A FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF POMPANO BEACH FOR THE 2018 AWARD FROM THE DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE FORMULA GRANT; AUTHORIZING THE EXECUTION OF SUBRECIPIENT AGREEMENT TO PROPORTIONATELY DISTRIBUTE THE GRANT FUNDING AMONGST GRANT RECIPIENTS; AND AUTHORIZING THE SUBMITTAL BY THE CITY FOR THE SAME GRANT FOR FISCAL YEAR 2019; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach is eligible to receive funding from the Department of Justice under the Edward Byrne Memorial Justice Assistance Formula Grant; and

WHEREAS, originally the Broward Sheriff's Office acted as the lead agency for seeking the grant funds, however, in the intervening years, the City of Pompano Beach volunteered to apply for the grant, on behalf of multiple Broward County agencies and cities, including the City of Dania Beach; and

WHEREAS, as Pompano Beach is now the lead agency, the Department of Justice required the execution of a First Amendment to the underling Memorandum of Understanding authorizing Pompano Beach to act as the lead agency on behalf of all the participating agencies entitled to receive the grant award, including the City of Dania Beach; and

WHEREAS, the City of Dania Beach is seeking retroactive authorization to execute the First Amendment to the Memorandum of Understanding with the City of Pompano Beach, which First Amendment authorizes Pompano Beach to distribute the awarded funds to the participating agencies, including the City of Dania Beach, by proportionate percentage representation; and

WHEREAS, the City seeks to accept the proportionate percentage of the grant award, and to utilize a portion of the grant to support a regional crime analyst's position with the Broward Sheriff's Office (\$7,500.00), and the remainder of the grant to be used for operational overtime to add additional resources to combat crime; and

WHEREAS, the City of Dania Beach administration requests retroactive authorization to enter into the necessary agreements for the City of Dania Beach to receive the 2018 Department

of Justice Edward Byrne Memorial Justice Assistance Local Solicitation Grant Program funds and the associated sub-recipient distribution of grant fund agreement with the City of Pompano Beach; and

WHEREAS, the City of Dania Beach administration also requests authorization to apply for the 2019 Department of Justice Edward Byrne Memorial Justice Assistance Local Solicitation Grant Program for a funding award, under the lead of Pompano Beach; and

WHEREAS the City Police Chief recommends and the Administration supports City Commission approval of the grant, the First Amendment to the Memorandum of Understanding between the City of Dania Beach, City of Pompano Beach and the Department of Justice, and the associated sub-recipient agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute the attached First Amendment to the Memorandum of Understanding with the Department of Justice for the Edward Byrne Memorial Justice Assistance Formula Grant, the sub-recipient agreement with the City of Pompano Beach, as lead recipient for the grant funding to proportionately distribute the funding; and authorizing the City to submit the 2019 application for additional grant funding under the Department of Justice for the Edward Byrne Memorial Justice Assistance Formula Grant.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the above referenced agreement as are deemed necessary and proper for the best interests of the City.

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

Section 5. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on June 9, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE 2018 EDWARD BYRNE JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT MEMORANDUM OF UNDERSTANDING (MOU) dated the _____ day of _____, 2020, between the Participating Agencies listed below:

City of Coral Springs

City of Dania Beach

Town of Davie

City of Deerfield Beach

City of Fort Lauderdale

City of Hallandale Beach

City of Hollywood

City of Lauderdale Lakes

City of Lauderhill

City of Miramar

City of North Lauderdale

City of Oakland Park

City of Pembroke Pines

City of Plantation

City of Pompano Beach

City of Sunrise

City of Tamarac

WHEREAS, the Participating Agencies entered into the MOU effective on October 1, 2017, and approved by City Resolution No. 2019-27; and

WHEREAS, the participating agencies wish to include Broward County as a Participating Agency; and

WHEREAS, the Department of Justice (DOJ) has requested the parties update the MOU to reflect the actual grant amount awards received by each jurisdiction under the JAG in order to exactly match their grant budgets and sub-grant agreements and so that the MOU reflects the total grant amount; and

WHEREAS, the participating agencies agree to amend certain terms and conditions of the MOU.

W I T N E S S E T H :

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth the participating agencies agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The terms and conditions contained within the MOU between the Participating Agencies, effective October 1, 2017, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect except as specifically amended herein below.

3. The Participating Agencies hereto agree to add Broward County as a Participating Agency.

4. That the MOU Procedure section's list of awards table is hereby deleted and replaced with the following award table:

2018 EDWARD BYRNE MEMORIAL JAG
AWARDS

Jurisdiction Name	Award Amount
Broward County	20,187.90
City of Coral Springs	14,039.10
City of Dania Beach	11,526.30
Town of Davie	15,912.00
City of Deerfield Beach	21,619.80
City of Fort Lauderdale	81,675.90
City of Hallandale Beach	15,096.60
City of Hollywood	43,041.60
City of Lauderdale Lakes	17,477.10
City of Lauderhill	37,289.70
City of Miramar	28,980.90
City of North Lauderdale	14,039.10
City of Oakland Park	15,162.30
City of Pembroke Pines	21,796.20
City of Plantation	17,696.70
City of Pompano Beach*	111,951.80
City of Sunrise	17,036.10
City of Tamarac	11,349.90
Total	\$515,879

*Ten percent (10%) of the total grant award shall be used for administrative purposes; City of Pompano Beach shall receive an administrative fee of ten percent (10%) in the amount of fifty one thousand five hundred eighty seven dollars and ninety cents (\$51,587.90) for costs associated with the implementation of the 2018 JAG.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

SIGNATURE PAGE FOR PARTICIPATING AGENCY



**SUBRECIPIENT AGREEMENT BETWEEN CITY OF POMPANO BEACH,
AND [REDACTED] FOR
Edward Byrne Memorial Justice Assistance Grant Program**

This is a Subrecipient Agreement ("Agreement"), made and entered into by and between City of Pompano Beach, a municipal corporation organized and existing under the laws of the State of Florida ("City") and [REDACTED], ("Subrecipient"), (collectively referred to as the "Parties").

- A. The U.S. Department of Justice ("DOJ") has identified Broward County as a "disparate" County.
- B. The City is a recipient of federal Edward Byrne Memorial Justice Assistance Grant ("JAG") funds. As a non-federal pass-through entity for this program, the City subawards JAG funds to eligible units of government. All subawards made by the City to eligible units of government under this program require compliance with this Agreement upon signed acceptance of the subaward.
- C. The Subrecipient has been identified as an eligible jurisdiction able to implement the objectives and goals of the JAG program, Catalogue of Federal Domestic Assistance ("CFDA") Number 16.738.
- D. The parties have entered a Memorandum of Understanding pertaining the subject funds but the DOJ and City require a more extensive, individual subrecipient agreement in the form herein.
- E. This Agreement must be consistent with the requirements outlined in 2 CFR 200.331, the Federal Uniform Administrative requirements, Cost Principals, and Audit Requirements for Federal Awards found in Title 2 Grants and Agreements, Part 200.

NOW THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

SECTION I: PURPOSE

This Agreement establishes the relationship between the Parties for participation in the FY 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation Grant Program (Award Number 2018-DJ-BX-0884). The Federal Award Identification Number is 2018-DJ-BX-0884 and the Federal Award Date to the City was October 1, 2018. Pursuant to the Federal Funding Accountability and transparency Act (FFATA) the Federal award project description for the Subrecipient is individually summarized in Exhibit A attached hereto and incorporated by reference.

Upon acceptance of the subaward, the terms and conditions outlined herein will become binding. As a unit of government, the Subrecipient will maintain required state and federal registrations and certifications for eligibility under this program. The Subrecipient must submit required programmatic and financial reports documenting that eligible activities were completed in accordance with the grant and program requirements.

SECTION II: AWARD

The Subrecipient's grant award is as follows:

Subrecipient's Name	Subaward Amount
	\$

The City will only reimburse Subrecipient for authorized activities. The City will not reimburse for costs incurred for any purpose other than those specified in this Agreement. Failure to comply with provisions of this Agreement, including failure to perform grant activities as specified in this Agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and this Agreement, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project

Grant funds must not to be used for research and development and the Grant funds must not be used for lobbying. Funds allocated under this Agreement shall not be used for prohibited expenditures found in 34 U.S.C. § 10152(d), 42 U.S.C. § 3751, or other prohibited expenditures as identified within the grant.

SECTION III: METHOD OF BILLING AND PAYMENT

Subrecipient may submit invoices for compensation no more often than on a monthly basis, but only after the activities for which the invoices are submitted have been completed. An original invoice transmitted electronically is due within fifteen (15) days of the end of the month except the final invoice which must be received no later than thirty (30) days after expiration or earlier termination of this Agreement. Invoices must designate the nature of the activities completed and, as applicable, the personnel, hours, tasks, or other detail as requested by the City. All payments made to Subrecipient are contingent upon approval of the City.

Invoices shall be submitted to:

City of Pompano Beach
Suite #480, Finance Department
Attn: Melody Major
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Melody.Major@copbfl.com

SECTION IV: TERM

The term of this Agreement and the subaward period of performance shall begin retroactive to October 1, 2017 and shall end on September 30, 2021. The continuation of this Agreement beyond the end of any City fiscal year is subject to the appropriation and availability of necessary funding from the JAG Program.

SECTION V: GENERAL REQUIREMENTS

Subrecipient must comply with all requirements contained within the JAG Grant's special conditions attached hereto and marked as Exhibit C Award #2018-DJ-BX-0884) applicable to Subrecipient's portion of the funds. Additionally, Subrecipient must comply with requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide), http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf, the Edward Byrne Memorial Justice Assistance Grant program guidance, federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:

- **Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. § 200) Subpart A Definitions, Subparts B-D Administrative Requirements, Subpart E Cost Principles, Subpart F Audit Requirements and all applicable Appendices.** This guidance supersedes previous OMB Circulars and Standard Conditions and is applicable to any new subawards made under Federal grants awarded on or after December 26, 2014 <http://www.ecfr.gov/cgi-bin/text-idx?SID=62764122c780e5d1d2134127afadc30d&node=2:1.1.2.2.1 &rgn=div5>
- **Code of Federal Regulations:** www.gpo.gov/fdsys/
 - 2 C.F.R. § 175.15(b), "Award Term for Trafficking in Persons"
 - 28 C.F.R. § 38, "Equal Treatment of Faith-Based Organizations"
 - 28 C.F.R. § 66, "U.S. Department of Justice Common Rule for State and Local Governments" (Common Rule)
 - 28 C.F.R. § 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
 - 28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63
- **Public Law**

Pub. L. No. 109-162, Title XI-Department of Justice Reauthorization, Subtitle B – Improving the Department of Justice's Grant Programs, Chapter 1 – Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program: <http://www.gpo.gov/fdsys/pkg/PLAW-109publ162/pdf/PLAW-109publ162.pdf>.
- **United States Code:** www.gpo.gov/fdsys/

42 U.S.C. §§ 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968."
- **State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:** <http://dlis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf>.

SECTION VI: STANDARD CONDITIONS

Subrecipient is bound by the following standard conditions:

- 6.1 **Payment Contingent on Appropriation and Availability of Funds** – The City’s obligation to reimburse Subrecipient for costs incurred under this Agreement is subject to the availability of federal funds and annual appropriation by the City Commission of the City of Pompano Beach, Florida.
- 6.2 **System for Award Management (SAM)** – Subrecipient must maintain current information in SAM until it submits the financial report required under this award or receives the final payment, whichever is later. This requires the Subrecipient to review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.
- 6.3 **Commencement of Project** – If a project is not operational within 60 days after the date of full execution of this Agreement, Subrecipient must report by letter to the City, the steps taken to initiate the project, the reasons for delay, and the expected start date.
 - 6.3.1 If a project is not operational within 90 days after the date of full execution of this Agreement, the Subrecipient must submit a second statement to the City explaining the implementation delay.
 - 6.3.2 Upon receipt of the ninety (90) day letter, the City will determine if the reason for the delay is justified or will, at the City’s discretion, unilaterally terminate this agreement. The City, where warranted by extenuating circumstances may extend the starting date of the project past the ninety (90) day period, but only by formal written amendment to this agreement.
- 6.4 **Supplanting** – Subrecipient acknowledges that funds received under this award will not be used to supplant state or local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
- 6.5 **Personnel Changes** – Upon implementation of the project, in the event there is a change in Chief Officials for the Subrecipient or any contact information to include mailing address, phone number, email or title change, project staff must notify the DOJ Grants Management System (GMS) help desk to update the organizational information in GMS. Project director changes require a grant adjustment in GMS.
- 6.6 **Non-Procurement, Debarment and Suspension** – Subrecipient must comply with 2 C.F.R. § 180, “OMB Guidelines to Agencies on Government Wide Debarment and Suspension (Non-procurement).” These procedures require Subrecipient to certify that it will not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the City.
- 6.7 **Federal Restriction on Lobbying** – Subrecipient must comply with 28 C.F.R. § 69, “New Restrictions on Lobbying” and must file the most current edition of the Certification and Disclosure Form, if

applicable, with each submission that initiates consideration of such Subrecipient for award of a federal contract, grant, or cooperative agreement. In addition, the Subrecipient must not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the OJP.

- 6.8 **The Coastal Barrier Resources Act** - Subrecipient must comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (Pub. L. No. 97-348) dated October 19, 1982 (16 U.S.C. §§ 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
- 6.9 **Enhancement of Security** - If funds are used for enhancing security, Subrecipient must:
- 6.9.1 Have an adequate process to assess the impact of any enhancement of a security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- 6.9.2 Conduct such an assessment with respect to each such enhancement and submit to the City, the aforementioned assessment in its Final Program Report.
- 6.10 **Intentional Deleted-**
- 6.11 **Conferences and Inspection of Work** - Conferences may be held at the request of any Party to this agreement. At any time, a representative of the City, the U.S. Department of Justice, or the City Auditor, have the right to visit the project site to monitor, inspect and assess activities performed under this agreement.
- 6.12 **Insurance Requirements** - Subrecipient is an entity subject to Section 768.28, Florida Statutes, and will be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Subrecipient must furnish verification of liability protection in accordance with state law prior to final execution of this agreement.

SECTION VII: CIVIL RIGHTS REQUIREMENTS

- 7.1 Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in federally funded programs or activities. The Subrecipient must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 C.F.R. § 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- 7.2 The City does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age. Subrecipient must notify program participants and beneficiaries that they do not discriminate

on the basis of race, color, national origin, religion, sex, disability, or age in the delivery of services, benefits, or employment practices.

- 7.3 Subrecipient is responsible for ensuring that contractors and agencies to whom it passes through funds are compliant with all Civil Rights requirements and that those contractors and agencies are aware that they may file a discrimination complaint with the Subrecipient, with the City or with the Office for Civil Rights (OCR), and how to do so.

7.4 Equal Employment Opportunity Plans

7.4.1 The Subrecipient must develop EEO Plans if they have 50 or more employees and have received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the online short form at www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the Subrecipient and must be available for review and audit. The organization must also submit an EEO Certification to the City.

7.4.2 If the Subrecipient is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the DOJ, it must submit its plan to the DOJ for approval. A copy of the DOJ approval letter must be submitted to the City. The approval letter expires two years from the date of the letter.

7.4.3 The Subrecipient is exempt from the EEO Plan requirement if it has fewer than 50 employees; does not receive any single award of \$25,000 or more from the DOJ; or is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification of Exemption to the City.

7.4.4 The Subrecipient acknowledge that failure to comply with EEO requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.

- 7.5 **Americans with Disabilities Act** - Subrecipient must comply with the requirements of the Americans with Disabilities Act (ADA) (Pub. L. No. 101-336), which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services, and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

- 7.6 **Rehabilitation Act of 1973 (28 C.F.R. § 42(G))** - If Subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, it must take the following actions:

7.6.1 Adopt grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. § 42(G), which prohibits discrimination on the basis of a disability in employment practices and the delivery of services.

- 7.6.2 Designate a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. § 42(G).
- 7.6.3 Notify participants, beneficiaries, employees, applicants, and others that the Subrecipient does not discriminate on the basis of disability.
- 7.7 **Limited English Proficiency (LEP)** - In accordance with DOJ Guidance pertaining to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at www.lep.gov. The City strongly encourages Subrecipient to have a written LEP Language Access Plan.
- 7.8 **Immigration and Nationality Act** - No federal funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The City will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the City.

SECTION VIII: FINANCIAL REQUIREMENTS AND RESPONSIBILITIES

8.1 Fiscal Control and Fund Accounting Procedures

- 8.1.1 All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common rule, and OMB Uniform Grant Guidance (2 C.F.R. § 200) as applicable, in their entirety.
- 8.1.2 Subrecipient must have written procedures for procurement transactions. Procedures must ensure that all solicitations follow 2 C.F.R. § 200.319 Competition. The Subrecipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Subrecipient must have financial management systems in place that are able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for a Subrecipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients.
- 8.1.3 All funds spent on this project must be disbursed according to provisions of the project budget as approved in the JAG subaward.

SECTION IX: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

9.1 Obligation of Subrecipient Funds - Subaward funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the period of performance. Only project costs incurred on or after the effective date and on or prior to the termination date of the Subrecipient's project is eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subaward period of performance.

9.2 Performance

9.2.1 Subaward Performance - The Subrecipient must comply with state and federal requirements for subaward performance under 2 C.F.R. §§ 200.76 and 200.77. The subaward must describe the timing and scope of expected performance as related to the outcomes intended to be achieved by the project activities. Where appropriate, the subaward should provide specific performance goals, indicators, milestones, or expected outcomes (such as outputs, or activities completed or public impacts of any of these) with an expected timeline for accomplishment. Submitted programmatic reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the Subrecipient's performance can be measured. These requirements should be aligned with agency strategic goals, strategic objectives, or performance goals that are relevant to the program.

9.2.2 Performance of Agreement Provisions - In the event of default; non-compliance; or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultants and suppliers, or both, the City may impose sanctions it deems appropriate against Subrecipient, including withholding payments, cancellation, termination, or suspension of this Agreement in whole or in part. In such event, the City will notify the Subrecipient of its decision thirty (30) days in advance of the effective date of such sanction. The Subrecipient will be reimbursed only for those activities satisfactorily completed prior to the effective date of such sanction.

9.2.3 Reports - Subrecipient must submit Monthly Project Performance Reports to the City, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Monthly Project Performance Reports must be submitted.

9.2.3.1 Report Contents: Performance Reports must include to the status of all objectives included in the subaward. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

9.2.3.2 Submission Process, Frequency and Format: Performance Reports may be submitted by the Subrecipient's representative and Performance Reports must be submitted

quarterly titled General Information Module, Goals and Objectives Module, Activity/Program Selection Module and Law Enforcement Module in a format required by the City and/or DOJ.

9.3 Financial Expenditure Reports

9.3.1 Subrecipient must submit a Monthly Project Expenditure Report to the City.

9.3.2 All project expenditures for reimbursement of Subrecipient costs must be submitted on the City's Expenditure Report Forms.

9.3.3 All Project Expenditure Reports must be submitted in sufficient detail for proper pre-audit and post-audit.

9.3.4 Before the "final" Project Expenditure Report will be processed, Subrecipient must submit to the City, all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions may result in forfeiture of reimbursement.

9.3.5 Reports are to be submitted even when no reimbursement is being requested.

9.3.6 Reports must be electronically signed by the Subrecipient's Chief Financial Officer or the Chief Financial Officer's designee.

9.4 Other Reports - Subrecipient must submit the Uniform Crime Report and other reports as may be reasonably required by the City.

SECTION X: MONITORING AND AUDITS

10.1 Access to Records – The City, U.S. Department of Justice, U.S. Comptroller General or any of their duly authorized representatives, must have access to books, documents, papers and records of the Subrecipient related to the subaward, for the purpose of audit and examination according to the Financial Guide and the Common Rule.

The City reserves the right to unilaterally terminate this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Section 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Section 119, Florida. Statutes, and made or received by the Subrecipient or its contractor in conjunction with this Agreement.

10.2 Monitoring - Subrecipient must comply with the City's grant monitoring guidelines, protocols, and procedures; and cooperate with the City on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, contract reviews and audits. Subrecipient must provide all documentation necessary to complete monitoring of the subaward and verify expenditures. Further, Subrecipient must abide by reasonable deadlines set by the City for providing requested documents. Failure to cooperate with grant monitoring activities may result

in sanctions affecting the Subrecipient's subaward, including, but not limited to: withholding and/or other restrictions on the Subrecipient's access to funds, referral to the City Auditor for audit review, designation of the Subrecipient as a High-Risk grantee, or termination of award(s).

- 10.3 **Property Management** - Subrecipient must establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the City or purchased pursuant to this Agreement consistent with federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments, or 2 C.F.R. § 200, as applicable. This obligation continues as long as the Subrecipient retains the property, notwithstanding expiration of this Agreement.

10.3.1 **Property Use** - Subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipient must use, manage, and dispose of equipment acquired under a Federal award in accordance with 2 C.F.R. § 200.313, "Equipment".

- 10.4 **High Risk Subrecipients** - Subrecipient must comply with any additional requirements that may be imposed during the grant performance period if the City or the DOJ determines the Subrecipient is a high-risk grantee. Cf. 28 C.F.R. §§ 66, 70.

- 10.7 **Reporting, Data Collection and Evaluation** - Subrecipient must comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for JAG. Compliance with these requirements will be monitored by the City.

- 10.8 **Retention of Records** – Subrecipient must maintain all records for a minimum of five (5) years from the date of the financial statement and such records must be available for audit and public disclosure upon request. Subrecipient must comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf>
<http://dos.myflorida.com/media/693578/gso2.pdf>.

- 10.9 **Single Annual Audit**

10.9.1 A Subrecipient that expends \$750,000 or more in a year in federal awards must have a single audit or program-specific audit conducted for that year. The audit must be performed in accordance with 2 C.F.R. § 200(F) Audit Requirements and other applicable federal law. This Agreement must be identified in the Schedule of Federal Financial Assistance in the subject audit. The audit report must be identified as federal funds passed through the City and include the contract number, award amount, contract period, funds received, and funds disbursed.

10.9.2 A complete audit report that covers any portion of the effective dates of this Agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report must include any

management letters issued separately and management's written response to all findings, including audit report and management letter findings. Incomplete audit reports will not be accepted by the City.

- 10.9.3 Audits must be completed by an Independent Public Accountant (IPA) and according to Generally Accepted Government Auditing Standards (GAGAS). The IPA must be either a Certified Public Accountant or a Licensed Public Accountant. Subrecipient must procure audit activities according to 2 C.F.R. § 200.509 and include clear objectives and scope of the audit in addition to peer review reports to strengthen audit quality and ensure effective use of audit resources.
- 10.9.4 Subrecipient must promptly follow-up and take appropriate corrective action for any findings on the audit report in instances of noncompliance with federal laws and regulations, including but not limited to preparation of a summary schedule of prior audit findings and a corrective action plan. Subrecipient follow-up to audit findings must abide by requirements in 2 C.F.R. § 200.511.
- 10.9.5 Subrecipient must make copies available for public inspection and ensure respective parts of the reporting package do not include protected personally identifiable information. Records must be made available upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the City.

A Subrecipient that expends less than \$750,000 in federal awards during a fiscal year are exempt from the audit requirements of 2 C.F.R. § 200(F) for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, must be provided to the City by the Chief Financial Officer, or designee, that the Subrecipient is exempt. This notice must be provided to the City no later than June 30 following the end of the fiscal year.

- 10.9.6 If this Agreement is closed without an audit, The City reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- 10.9.7 The Federal Audit Clearinghouse is the repository of record for 2 C.F.R. § 200(F). Audits performed as a result of this requirement must be completed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to Part 200 on the specified Data Collection Form (Form SF-SAC) and be signed by a senior level representative or chief official of the auditee.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:

AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SUBRECIPIENT FOR THE
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2020, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

SUBRECIPIENT

CITY of

By: _____

EXHIBIT A

Project Description

Eighteen jurisdictions within Broward County will benefit from the grant award which will provide a range of criminal justice related activities that will assist local law enforcement efforts and local initiatives to include: technology improvement programs, personnel, equipment, and training. The goal of the project is to utilize funds designated for County municipalities to deter crime and increase public safety. .

The Subrecipient's project is generally described as:

[REDACTED]

[REDACTED] (insert project general description)

EXHIBIT B

2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
PROGRAM BUDGET

ACCOUNT CATEGORY	BUDGETED AMOUNT
Personnel	
Fringe Benefits	
Equipment	
Supplies	
Training	
Other	
Indirect cost	
Administrative Fees	
Total Subaward to Subrecipient	\$

SUBRECIPIENT'S BUDGET NARRATIVE

(insert general budget narrative)

SUBGRANT AWARD CERTIFICATE

Subrecipient's Name: _____

DUNS No. _____

Federal Award Date: 10/01/2018

Project Title: 2018 Byrne JAG Grant

Subaward Period of Performance Start Date: 07/01/2020

End Date: 09/30/2021

Grant Number: 2018-DJ-BX-0884

Federal Award Identification No.: 2018-DJ-BX-0884
amount City receives]

Federal Funds: \$ _____ [insert

Federal award project period: 10/01/2017 to
09/30/2021

Federal award project description:

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of criminal justice related activities based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

Name of the Federal Awarding Agency: Department of Justice

Pass-through entity: City of Pompano Beach

Contact information for the awarding official:

Greg Harrison

City of Pompano Beach

100 West Atlantic Blvd.

Suite #430, Finance Department

Pompano Beach, FL 33060

Greg.Harrison@copbfl.com

Is the Award for Research and Development (R&D)? No

Indirect cost rate for the Federal award: N/A

CFDA Number: 16.738

Award is hereby made in the amount and for the period shown above of a subgrant under Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 as amended Subpart 1 of such part (42 U.S.C.3751-3759); the Consolidated Appropriations Act, 2008, Public Law 110-161; and Public Law 109-162, Title XI, Department of Justice Reauthorization, Subtitle B, Improving the Department of Justice's Grant Programs, Chapter 1, Assisting Law Enforcement and Criminal Justice Agencies, Section 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Office of Justice Programs (OJP) Financial Guide, Common Rule for State and Local Governments, or OMB Uniform Grant Guidance (2 CFR Part 200), in their entirety. It is also subject to the attached standard conditions and such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

This award is a cost-reimbursement agreement for satisfactory performance of eligible activities. Requests for reimbursement may be submitted quarterly or monthly as designated in the Financial Section of the agreement. Requests for reimbursement will be processed in conjunction with receipt and review of programmatic performance reports to determine successful completion of minimum performance for deliverables. Expenditures must be supported with documentation and verified during annual monitoring. Failure to comply with provisions of this Agreement, or failure to meet minimum performance specified in the Agreement will result in required corrective action up to and including project costs being disallowed, withholding of federal funds and/or termination of the project, as specified within the terms of the Agreement and OMB Uniform Guidance 200.338 - 200.342.

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the City.

Subrecipient:

By: _____

Department of _____

_____ day of _____, 20____

Date of Acceptance

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The Subrecipient through its authorized representative, acknowledges receipt and acceptance of subgrant award number **2018-DJ-BX-0884**, in the amount of \$, [for the description of the project submitted by Subrecipient in this grant application, for the period of **07/01/2020** through **09/30/2021**, to be implemented in accordance with the approved subgrant application, and subject to the City's Standard Conditions and any special conditions governing this subgrant.

This subaward requires that the Subrecipient adhere to the following:

No recipient or Subrecipient, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to restrict, the reporting of waste, fraud or abuse in accordance with the law to a department or agency authorized to receive such information. This is not intended to contravene requirements applicable to classified, sensitive or exempt information.

In accepting this award, the Subgrantee certifies that it neither requires nor has required employees or contractors to sign such internal confidentiality agreements or statements.

The Subrecipient undertakes a review to validate its compliance with 8 U.S.C. § 1373. If determined to be in compliance at the time of review, the Subrecipient must submit documentation that contains a validation to that effect and includes an official legal opinion from counsel (including related legal analysis) adequately supporting the validation.

If the Subrecipient determines it is not in compliance at the time of review, sufficient and effective steps must be taken to bring itself into compliance. They will thereafter submit documentation that details the steps taken, which will contain a validation that it has come into compliance and includes an official legal opinion from counsel (including related legal analysis).

Subrecipient :

By: _____

Department of _____

_____ day of _____, 20____

ATTESTATIONS AND CERTIFICATIONS

This form is required to be completed by the authorized official, or authorized official designee, of all Subgrantee units of government receiving Edward Byrne Memorial Justice Assistance Grant (JAG) program federal pass-through funding from the City. In accepting this award, the subgrantee certifies that it will comply with the requirements set forth below and/or any other requirements of the subaward. Failure to do so may result in a hold or freeze on the drawdown of federal funds, and/or suspension or termination of the Agreement.

Procurement Standards: The Subgrantee, through its authorized representative, certifies the unit of government below has written procurement policies and standards that are compliant with the requirements set forth in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. §§ 200.317-326, and OJP Financial Guide, Section 3.8. Additionally, the Subgrantee assures these policies and standards will be utilized for all federal grant related procurement activities

Conflict of interest: Decisions related to use of these grant funds must be free of undisclosed personal organizational conflicts of interest, both in fact and in appearance. The subgrantee, through its authorized representative, certifies that the unit of government below is compliant with OMB Uniform Requirements, 2 C.F.R. § 200.112, and OJP Financial Guide Section 3.21 regarding Conflict of Interest, and will notify the City, in writing of any potential conflicts of interest in accordance with this Agreement. The recipient must disclose in a timely manner, in writing, all violation of state or federal criminal law involving fraud, bribery, or gratuity violations.

Organization Name:

By: _____

Department of _____

_____ day of _____, 20____

EXHIBIT C
Grant Award and Special Conditions



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Grant

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Pompano Beach
100 W. Atlantic Blvd
Pompano Beach, FL 33060-6099

4. AWARD NUMBER: 2018-DJ-BX-0884

5. PROJECT PERIOD: FROM 10/01/2017 TO 09/30/2021
BUDGET PERIOD: FROM 10/01/2017 TO 09/30/2021

6. AWARD DATE 10/01/2018

7. ACTION

Initial

2a. GRANTEE IRS/VENDOR NO.

481194085

8. SUPPLEMENT NUMBER

00

2b. GRANTEE DUNS NO.

080181167

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

FY 18 JAG Grant

10. AMOUNT OF THIS AWARD

\$ 515,879

11. TOTAL AWARD

\$ 515,879

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Matt Dummermuth
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Greg Harrison
City Manager

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		515879

21. TDJUGT1090



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SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



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SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



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11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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SPECIAL CONDITIONS

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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SPECIAL CONDITIONS

24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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SPECIAL CONDITIONS

25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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29. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

31. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

32. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

33. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

34. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.



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35. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

36. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

37. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

38. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

39. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.



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40. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

41. Certification of Compliance with 8 U.S.C. 1373 and 1644 (within the funded "program or activity") required for valid award acceptance by a local government

In order validly to accept this award, the applicant local government must submit the required "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. 1373 and 1644" (executed by the chief legal officer of the local government). Unless that executed certification either-- (1) is submitted to OJP together with the fully-executed award document, or (2) is uploaded in OJP's GMS no later than the day the signed award document is submitted to OJP, any submission by a local government that purports to accept the award is invalid.

If an initial award-acceptance submission by the recipient is invalid, once the local government does submit the necessary certification regarding 8 U.S.C. 1373 and 1644, it may submit a fully-executed award document executed by the local government on or after the date of that certification.

For purposes of this condition, "local government" does not include any Indian tribe.



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42. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. Certifications from subrecipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Also, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before



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award acceptance.

43. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement (8 U.S.C. 1373 and 1644); unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.



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44. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

- A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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45. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that--

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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46. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be



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detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

D. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

47. Requirement to collect certain information from subrecipients

The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.



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48. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

49. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



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50. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

51. Certification of body armor "mandatory wear" policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

52. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

53. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

54. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

55. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

56. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 21 OF 23

PROJECT NUMBER 2018-DJ-BX-0884

AWARD DATE 10/01/2018

SPECIAL CONDITIONS

57. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2017

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2017), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

58. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

59. Three percent set-aside for NIBRS compliance

The recipient must ensure that at least 3 percent of the total amount of this award is dedicated to achieving full compliance with the FBI's National Incident-Based Reporting System (NIBRS), unless the FBI or appropriate State official has certified that the recipient locality is already NIBRS compliant, and evidence of this has been submitted to and approved by BJA. The recipient will be required by BJA to make revisions to budgets that do not clearly indicate what projects will be supported by this 3 percent set-aside, unless evidence of NIBRS compliance has been submitted to and approved by BJA. Recipients serving as fiscal agents for "disparate jurisdictions," (as defined at 34 USC 10156(d)(4)) have to pass this requirement through to in subawards to other localities in the disparate jurisdiction, so that each locality in a disparate jurisdiction group dedicates at least 3 percent of award funds to NIBRS compliance, unless, with respect to each locality in the disparate jurisdiction group, evidence of NIBRS compliance has been submitted to and approved by BJA.



U.S. Department of Justice
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**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2018-DJ-BX-0884

AWARD DATE 10/01/2018

SPECIAL CONDITIONS

60. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at [https:// www.bja.gov/ Login.aspx](https://www.bja.gov/Login.aspx) to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at [https:// www.bja.gov/ profile.aspx](https://www.bja.gov/profile.aspx). Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at [https:// www.bja.gov/ SuccessStoryList.aspx](https://www.bja.gov/ SuccessStoryList.aspx).

61. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

62. Withholding of funds: NIBRS set-aside

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and BJA reviews and accepts, a budget that clearly dedicates at least 3 percent of the total amount of the award to NIBRS compliance activities or documentation showing that the recipient has been certified as NIBRS compliant, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

63. Withholding of funds: Memorandum of Understanding

The recipient may not obligate, expend, or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

64. Withholding of funds: Budget narrative or information

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

65. Withholding of funds: Program narrative

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the program narrative for this award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 23 OF 23

PROJECT NUMBER 2018-DJ-BX-0884

AWARD DATE 10/01/2018

SPECIAL CONDITIONS

66. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

67. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
APPLICATION #BJA-2018-13626

AGENCY: Broward Sheriff's Office Dania Beach District

PROJECT NAME: Conveyance and Business Burglary Prevention Initiative

GOALS:

- To reduce the amount of conveyance and business burglaries and apprehend those responsible.
- To monitor known offenders and reduce the likelihood of them committing more crimes.
- Support the retention of the regional crime analyst.

OBJECTIVES:

- Conduct surveillance on locations that have experienced an increase in conveyance and business burglaries.
- Meet with business owners and conduct CPTED surveys of their property in order to "Target harden" facilities and parking lots.

IDENTIFIERS:

- Conveyance Burglaries
- Business Burglaries
- Repeat Offenders

PROJECT ABSTRACT:

The Broward County Sheriff's Office Dania Beach District will utilize awarded JAG Funds for overtime expenses related to a conveyance and business burglary prevention initiative. These funds will allow the Dania Beach District to conduct plainclothes and unmarked surveillance in locations that are experiencing an increase in the above crimes. These locations will be identified

through our regional crime analyst who will provide current data regarding times, dates and location of crimes. Deputies and Detectives will be deployed in these areas in an attempt to apprehend suspects who are responsible for committing these offenses. Deputies and Detectives will also meet with business owners throughout Dania Beach and conduct CPTED (Crime Prevention Through Environmental Design) surveys. These surveys will assist in identifying ways to improve the security of facilities and parking lots.

PROJECT NARRATIVE:

Currently, the City of Dania Beach is the home to numerous construction projects such as several hotels, a casino, roadway improvements, beach revitalization, commercial and residential buildings and entertainment venues. The city also has various main thoroughfares running through and around it such as; State Road 7, I-95, I-595, State Road 84, Federal Highway and Florida's Turnpike. Dania Beach also borders Fort Lauderdale International Airport and Port Everglades. This causes large amounts of vehicular traffic and vacationers to pass through or lodge in the city. During Dania Beach's growth, there has been an increase in conveyance and business burglaries. In 2018 (January thru July) there have been a total of 177 conveyance burglaries reported. In 2018 (January thru July) there have been a total of 42 business burglaries reported. A majority of the cases stem from the numerous parking lots and commercial areas located within the city. Covert surveillance will be conducted by assigned personnel at locations determined by the data provided by the Regional Crime Analyst. All activity (Field interviews, citations and arrests) will be documented by each employee on an end of shift report. Any suspects detained will be interviewed/debriefed by a detective. Assigned personnel will meet with surrounding jurisdictions to discuss crime trends and possible suspects.

DISCLOSURE OF HIGH RISK STATUS: OUR AGENCY DOES NOT HAVE A HIGH RISK STATUS WITH THE DEPARTMENT OF JUSTICE OR ANY FUNDER.

DISCLOSURE of LOBBYING: OUR AGENCY HAS NOT ENGAGED IN ANY LOBBYING ACTIVITIES TO SECURE FUNDING FROM THE DEPARTMENT OF JUSTICE FOR EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FUNDING.

DISCLOSURE OF PENDING APPLICATIONS: OUR AGENCY DOES NOT HAVE ANY PENDING APPLICATIONS WITH ANY FEDERAL OR STATE FUNDING AGENCY TO RECEIVE FUNDING FOR THE SAME PROJECT UNDER CURRENT CONSIDERATION.

LOCAL GOVERNING BODY REVIEW: OUR AGENCY SENT THE APPLICATION FOR 2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT TO THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS TO REVIEW AND PROVIDE FEEDBACK ON AUGUST 3, 2018. IT WAS ALSO POSTED ON THE BROWARD

SHERIFF'S OFFICE INTRANET AUGUST 7, 2018 AND SHERIFF'S WEBSITE ON AUGUST 8, 2018.

**2019 EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE LOCAL SOLICITATION GRANT
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (MOU) is being executed by the following listed participating agencies (hereinafter “participating agencies”):

City of Coral Springs	City of Hollywood	City of Pembroke Pines
City of Dania Beach	City of Lauderdale Lakes	City of Plantation
Town of Davie	City of Lauderhill	City of Pompano Beach
City of Deerfield Beach	City of Miramar	City of Sunrise
City of Fort Lauderdale	City of North Lauderdale	City of Tamarac
City of Hallandale Beach	City of Oakland Park	Broward County

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies, listed above.

WHEREAS, Broward County has been identified as a “disparate” County; and

WHEREAS, the participating agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the Edward Byrne Memorial Justice Assistance Grant (hereinafter “JAG”); and

WHEREAS, the participating agencies have formed a working committee and developed a course of action to achieve the goals and objectives of the JAG Program; and

WHEREAS, the **City of Pompano Beach** has been selected through this MOU, to administer the program and serve as the fiscal agent for the disbursement of all funds received for the JAG Program.

THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the participating agencies agree as follows:

Purpose

This MOU establishes the relationship between the parties for participation in the FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation Grant Program (Award Number 2019-DJ-BX-0432).

Procedures

1. The **City of Pompano Beach, Florida** will serve as the lead agency and grant administrator for the agencies in Broward County, Florida, participating in the JAG Program. Pursuant to the JAG Program guidelines, funding for the JAG Program will be provided to the **City of Pompano Beach**.

2. The **City of Pompano Beach** shall then disperse the funds to the parties in the amounts determined by the JAG Program. For municipalities that currently contract with BSO for law enforcement services, BSO shall retain the funds for use in the appropriate BSO Districts pursuant to the contracts for law enforcement services.

3. Each party shall be responsible for submitting its own application for their individual JAG Program to the **City of Pompano Beach**. The **City of Pompano Beach**, Grants Management Office, will prepare the single application to include the Program Narrative and Budget Narrative, and shall submit the application to the Department of Justice.

Below is the list of awards for each of the eighteen jurisdictions:

2019 EDWARD BYRNE MEMORIAL JAG AWARDS

Jurisdiction Name	Award Amount
Broward County	20,901.60
City of Coral Springs	14,778.00
City of Dania Beach	12,765.60
Town of Davie	15,340.50
City of Deerfield Beach	20,252.70
City of Fort Lauderdale	74,280.60
City of Hallandale Beach	14,540.40
City of Hollywood	36,069.30
City of Lauderdale Lakes	17,937.00
City of Lauderhill	41,002.20
City of Miramar	28,258.20
City of North Lauderdale	14,799.60
City of Oakland Park	15,924.60
City of Pembroke Pines	22,351.50
City of Plantation	15,622.20
City of Pompano Beach	111,378.70
City of Sunrise	15,405.30
City of Tamarac	10,278.00
Total	\$501,886

*10% of the \$501,886 grant award will be used for administrative purposes; City of Pompano Beach will receive an administrative fee of 10% (\$50,188.60) for costs associated with implementing 2019 JAG.

Term and Termination

1. This MOU shall remain in effect from October 1, 2018 through September 30, 2022, and its continuation shall be subject to the availability of necessary funding from the JAG Program.

2. A participating agency may withdraw from this agreement at any time by providing thirty (30) days written notice of its intent to withdraw to all other participating agencies.

3. This MOU may be terminated upon the written consent of all parties to this MOU.

Amendments

This MOU may be modified at any time upon the written agreement of all of the participating agencies.

Insurance and Indemnification

1. Each party agrees to maintain its own comprehensive general liability insurance, **professional liability insurance, automobile liability insurance and workers' compensation insurance policy or maintain a self-insuring fund for the term of the Agreement in the amounts determined by each party to adequately insure said party's liability assumed** herein, but in no event shall such coverage be less than the amount of statutory waiver of sovereign immunity. The participating agencies agree to provide the **City of Pompano Beach** within thirty (30) days of entering this Agreement with proof of insurance if requested.

2. Each party shall be responsible for the negligent acts or omissions of their respective employees in accordance with § 768.28, F. S. and nothing herein shall be deemed a waiver of those protections.

Guidelines

In performing its duties, responsibilities and obligations pursuant to this Agreement, each party agrees to: (i) adhere to the requirement standards set forth in the Office of Justice Programs' *Financial Guide*, as amended and Federal OMB Circular A-133, as applicable; and (ii) , the special conditions FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation Grant Award issued by DOJ. All participating agencies shall enter into a formal sub-award agreement between the **City of Pompano Beach** as Sub-award Grantor and the participating agency as the Sub-award Grantee in a form substantially similar to the attached Exhibit 1.

Records

1. Each party understands that any and all records created as a result of participating in this Program may be subject to public disclosure pursuant to the Public Records Statute, § 119.07, F.S., and shall be responsible for compliance with any public records request served upon it and any resultant award of attorney's fees for noncompliance.

2. Each party shall maintain its own respective records and documents associated with the MOU sufficient to demonstrate compliance with the terms of this Agreement for a period of five (5) years from the date of execution of the MOU and shall allow the **City of Pompano Beach** access to such records upon request.

3. Each party, its employees or agents, shall allow access to its records concerning this MOU at reasonable times to the **City of Pompano Beach**, its employees, and agents. The

term “agents” shall include, but is not limited to, auditors retained or employed by the **City of Pompano Beach**. The term “reasonable” shall be construed according to the individual party circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

4. Upon reasonable notice, the participating agency shall provide the **City of Pompano Beach** with any additional documentation, information, or reports as may be required by the **City of Pompano Beach**.

Execution

This agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

:jrm
5/19/2020
L:agr/finance/2020-726



**SUBRECIPIENT AGREEMENT BETWEEN CITY OF POMPANO BEACH,
AND [REDACTED] FOR
Edward Byrne Memorial Justice Assistance Grant Program**

This is a Subrecipient Agreement (“Agreement”), made and entered into by and between City of Pompano Beach, a municipal corporation organized and existing under the laws of the State of Florida (“City”) and [REDACTED], (“Subrecipient”), (collectively referred to as the “Parties”).

- A. The U.S. Department of Justice (“DOJ”) has identified Broward County as a “disparate” County.
- B. The City is a recipient of federal Edward Byrne Memorial Justice Assistance Grant (“JAG”) funds. As a non-federal pass-through entity for this program, the City sub-awards JAG funds to eligible units of government. All sub-awards made by the City to eligible units of government under this program require compliance with this Agreement upon signed acceptance of the sub-award.
- C. The Subrecipient has been identified as an eligible jurisdiction able to implement the objectives and goals of the JAG program, Catalogue of Federal Domestic Assistance (“CFDA”) Number 16.738.
- D. The parties have entered a Memorandum of Understanding pertaining to the subject funds but the DOJ and City require a more extensive, individual subrecipient agreement in the form herein.
- E. This Agreement must be consistent with the requirements outlined in 2 CFR 200.331, the Federal Uniform Administrative requirements, Cost Principles, and Audit Requirements for Federal Awards found in Title 2 Grants and Agreements, Part 200.

NOW THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

SECTION I: PURPOSE

This Agreement establishes the relationship between the Parties for participation in the FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation Grant Program (Award Number 2019-DJ-BX-0432). The Federal Award Identification Number is 2019-DJ-BX-0432 and the Federal Award Date to the City was September 18, 2019. Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) the Federal award project description for the Subrecipient is individually summarized in Exhibit A attached hereto and incorporated by reference.

Upon acceptance of the sub-award, the terms and conditions outlined herein will become binding. As a unit of government, the Subrecipient will maintain required state and federal registrations and certifications for eligibility under this program. The Subrecipient must submit required programmatic and financial reports documenting that eligible activities were completed in accordance with the grant and program requirements.

SECTION II: AWARD

The Subrecipient's grant award is as follows:

Subrecipient's Name	Sub-award Amount
	\$

The City will only reimburse Subrecipient for authorized activities. The City will not reimburse for costs incurred for any purpose other than those specified in this Agreement. Failure to comply with provisions of this Agreement, including failure to perform grant activities as specified in this Agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and this Agreement, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project

Grant funds must not to be used for research and development and the Grant funds must not be used for lobbying. Funds allocated under this Agreement shall not be used for prohibited expenditures found in 34 U.S.C. § 10152(d), 42 U.S.C. § 3751, or other prohibited expenditures as identified within the grant.

SECTION III: METHOD OF BILLING AND PAYMENT

Subrecipient may submit invoices for compensation no more often than on a monthly basis, but only after the activities for which the invoices are submitted have been completed. An original

invoice transmitted electronically is due within fifteen (15) days of the end of the month except the final invoice which must be received no later than thirty (30) days after expiration or earlier termination of this Agreement. Invoices must designate the nature of the activities completed and, as applicable, the personnel, hours, tasks, or other detail as requested by the City. All payments made to Subrecipient are contingent upon approval of the City.

Invoices shall be submitted to:

City of Pompano Beach
Room 480, Finance Department
Attn: Melody Major
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Melody.Major@copbfl.com

SECTION IV: TERM

The term of this Agreement and the sub-award period of performance shall begin retroactive to October 1, 2018 and shall end on September 30, 2022. The continuation of this Agreement beyond the end of any City fiscal year is subject to the appropriation and availability of necessary funding from the JAG Program.

SECTION V: GENERAL REQUIREMENTS

Subrecipient must comply with all requirements contained within the JAG Grant's special conditions attached hereto and marked as Exhibit C Award #2019-DJ-BX-0432) applicable to Subrecipient's portion of the funds. Additionally, Subrecipient must comply with requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide), http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf, the Edward Byrne Memorial Justice Assistance Grant program guidance, federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:

- **Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. § 200) Subpart A Definitions, Subparts B-D Administrative Requirements, Subpart E Cost Principals, Subpart F Audit Requirements and all applicable Appendices.** This guidance supersedes previous OMB Circulars and Standard Conditions and is applicable to any new sub-awards made under Federal grants awarded on or after December 26, 2014
<http://www.ecfr.gov/cgi-bin/text-idx?SID=62764122c780e5d1d2134127afadc30d&node=2:1.1.2.2.1 &rgn=div5>

- **Code of Federal Regulations:** www.gpo.gov/fdsys/
 - 2 C.F.R. § 175.15(b), “Award Term for Trafficking in Persons”
 - 28 C.F.R. § 38, “Equal Treatment of Faith-Based Organizations”
 - 28 C.F.R. § 66, “U.S. Department of Justice Common Rule for State and Local Governments” (Common Rule)
 - 28 C.F.R. § 83, “Government-Wide Requirements for Drug-Free Workplace (Grants)”
 - 28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63
- **Public Law**
 - Pub. L. No. 109-162, Title XI-Department of Justice Reauthorization, Subtitle B – Improving the Department of Justice’s Grant Programs, Chapter 1 – Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program:
<http://www.gpo.gov/fdsys/pkg/PLAW-109publ162/pdf/PLAW-109publ162.pdf>.
- **United States Code:** www.gpo.gov/fdsys/
 - 42 U.S.C. §§ 3711 et seq., “Omnibus Crime Control and Safe Streets Act of 1968.”
- **State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:** <http://dlis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf>.

SECTION VI: STANDARD CONDITIONS

Subrecipient is bound by the following standard conditions:

- 6.1 **Payment Contingent on Appropriation and Availability of Funds** – The City’s obligation to reimburse Subrecipient for costs incurred under this Agreement is subject to the availability of federal funds and annual appropriation by the City Commission of the City of Pompano Beach, Florida.
- 6.2 **System for Award Management (SAM)** – Subrecipient must maintain current information in SAM until it submits the financial report required under this award or receives the final payment, whichever is later. This requires the Subrecipient to review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.
- 6.3 **Commencement of Project** – If a project is not operational within 60 days after the date of full execution of this Agreement, Subrecipient must report by letter to the City, the steps taken to initiate the project, the reasons for delay, and the expected start date.

- 6.3.1 If a project is not operational within 90 days after the date of full execution of this Agreement, the Subrecipient must submit a second statement to the City explaining the implementation delay.
- 6.3.2 Upon receipt of the ninety (90) day letter, the City will determine if the reason for the delay is justified or will, at the City's discretion, unilaterally terminate this agreement. The City, where warranted by extenuating circumstances may extend the starting date of the project past the ninety (90) day period, but only by formal written amendment to this agreement.
- 6.4 **Supplanting** – Subrecipient acknowledges that funds received under this award will not be used to supplant state or local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
- 6.5 **Personnel Changes** – Upon implementation of the project, in the event there is a change in Chief Officials for the Subrecipient or any contact information to include mailing address, phone number, email or title change, project staff must notify the DOJ Grants Management System (GMS) help desk to update the organizational information in GMS. Project director changes require a grant adjustment in GMS.
- 6.6 **Non-Procurement, Debarment and Suspension** – Subrecipient must comply with 2 C.F.R. § 180, "OMB Guidelines to Agencies on Government Wide Debarment and Suspension (Non-procurement)." These procedures require Subrecipient to certify that it will not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the City.
- 6.7 **Federal Restriction on Lobbying** – Subrecipient must comply with 28 C.F.R. § 69, "New Restrictions on Lobbying" and must file the most current edition of the Certification and Disclosure Form, if applicable, with each submission that initiates consideration of such Subrecipient for award of a federal contract, grant, or cooperative agreement. In addition, the Subrecipient must not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the OJP.
- 6.8 **The Coastal Barrier Resources Act** - Subrecipient must comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (Pub. L. No. 97-348) dated October 19, 1982 (16 U.S.C. §§ 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

6.9 Enhancement of Security - If funds are used for enhancing security, Subrecipient must:

6.9.1 Have an adequate process to assess the impact of any enhancement of a security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

6.9.2 Conduct such an assessment with respect to each such enhancement and submit to the City, the aforementioned assessment in its Final Program Report.

6.10 Intentionally Deleted-

6.11 Conferences and Inspection of Work - Conferences may be held at the request of any Party to this agreement. At any time, a representative of the City, the U.S. Department of Justice, or the City Auditor, have the right to visit the project site to monitor, inspect and assess activities performed under this agreement.

6.12 Insurance Requirements - Subrecipient is an entity subject to Section 768.28, Florida Statutes, and will be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Subrecipient must furnish verification of liability protection in accordance with state law prior to final execution of this agreement.

SECTION VII: CIVIL RIGHTS REQUIREMENTS

7.1 Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in federally funded programs or activities. The Subrecipient must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 C.F.R. § 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

7.2 The City does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age. Subrecipient must notify program participants and beneficiaries that they do not discriminate on the basis of race, color, national origin, religion, sex, disability, or age in the delivery of services, benefits, or employment practices.

7.3 Subrecipient is responsible for ensuring that contractors and agencies to whom it passes through funds are compliant with all Civil Rights requirements and that those contractors

and agencies are aware that they may file a discrimination complaint with the Subrecipient, with the City or with the Office for Civil Rights (OCR), and how to do so.

7.4 Equal Employment Opportunity Plans

7.4.1 The Subrecipient must develop EEO Plans if they have 50 or more employees and have received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the online short form at www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the Subrecipient and must be available for review and audit. The organization must also submit an EEO Certification to the City.

7.4.2 If the Subrecipient is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the DOJ, it must submit its plan to the DOJ for approval. A copy of the DOJ approval letter must be submitted to the City. The approval letter expires two years from the date of the letter.

7.4.3 The Subrecipient is exempt from the EEO Plan requirement if it has fewer than 50 employees; does not receive any single award of \$25,000 or more from the DOJ; or is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification of Exemption to the City.

7.4.4 The Subrecipient acknowledges that failure to comply with EEO requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.

7.5 **Americans with Disabilities Act** - Subrecipient must comply with the requirements of the Americans with Disabilities Act (ADA) (Pub. L. No. 101-336), which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services, and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

7.6 **Rehabilitation Act of 1973 (28 C.F.R. § 42(G))** - If Subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, it must take the following actions:

7.6.1 Adopt grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28

C.F.R. § 42(G), which prohibits discrimination on the basis of a disability in employment practices and the delivery of services.

7.6.2 Designate a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. § 42(G).

7.6.3 Notify participants, beneficiaries, employees, applicants, and others that the Subrecipient does not discriminate on the basis of disability.

7.7 **Limited English Proficiency (LEP)** - In accordance with DOJ Guidance pertaining to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at www.lep.gov. The City strongly encourages Subrecipient to have a written LEP Language Access Plan.

7.8 **Immigration and Nationality Act** - No federal funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The City will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the City.

SECTION VIII: FINANCIAL REQUIREMENTS AND RESPONSIBILITIES

8.1 Fiscal Control and Fund Accounting Procedures

8.1.1 All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common rule, and OMB Uniform Grant Guidance (2 C.F.R. § 200) as applicable, in their entirety.

8.1.2 Subrecipient must have written procedures for procurement transactions. Procedures must ensure that all solicitations follow 2 C.F.R. § 200.319 Competition. The Subrecipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Subrecipient must have financial management systems in place that are able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for a Subrecipient must be able to accommodate a fund

and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients.

- 8.1.3 All funds spent on this project must be disbursed according to provisions of the project budget as approved in the JAG sub-award.

SECTION IX: SUB-AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 9.1 **Obligation of Subrecipient Funds** - Sub-award funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the period of performance. Only project costs incurred on or after the effective date and on or prior to the termination date of the Subrecipient's project is eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the sub-award period of performance.

9.2 Performance

- 9.2.1 **Sub-award Performance** - The Subrecipient must comply with state and federal requirements for sub-award performance under 2 C.F.R. §§ 200.76 and 200.77. The sub-award must describe the timing and scope of expected performance as related to the outcomes intended to be achieved by the project activities. Where appropriate, the sub-award should provide specific performance goals, indicators, milestones, or expected outcomes (such as outputs, or activities completed or public impacts of any of these) with an expected timeline for accomplishment. Submitted programmatic reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the Subrecipient's performance can be measured. These requirements should be aligned with agency strategic goals, strategic objectives, or performance goals that are relevant to the program.

- 9.2.2 **Performance of Agreement Provisions** - In the event of default; non-compliance; or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultants and suppliers, or both, the City may impose sanctions it deems appropriate against Subrecipient, including withholding payments, cancellation, termination, or suspension of this Agreement in whole or in part. In such event, the City will notify the Subrecipient of its decision thirty (30) days in advance of the effective date of such sanction. The Subrecipient will be reimbursed only for those activities satisfactorily completed prior to the effective date of such sanction.

- 9.2.3 **Reports** - Subrecipient must submit Monthly Project Performance Reports to the City, within fifteen (15) days after the end of the reporting period. In addition, if the sub-

award period is extended beyond the "original" project period, additional Monthly Project Performance Reports must be submitted.

9.2.3.1 **Report Contents:** Performance Reports must include to the status of all objectives included in the sub-award. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

9.2.3.2 **Submission Process, Frequency and Format:** Performance Reports may be submitted by the Subrecipient's representative and Performance Reports must be submitted quarterly titled General Information Module, Goals and Objectives Module, Activity/Program Selection Module and Law Enforcement Module in a format required by the City and/or DOJ.

9.3 **Financial Expenditure Reports**

9.3.1 Subrecipient must submit a Monthly Project Expenditure Report to the City.

9.3.2 All project expenditures for reimbursement of Subrecipient costs must be submitted on the City's Expenditure Report Forms.

9.3.3 All Project Expenditure Reports must be submitted in sufficient detail for proper pre-audit and post-audit.

9.3.4 Before the "final" Project Expenditure Report will be processed, Subrecipient must submit to the City, all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions may result in forfeiture of reimbursement.

9.3.5 Reports are to be submitted even when no reimbursement is being requested.

9.3.6 Reports must be electronically signed by the Subrecipient's Chief Financial Officer or the Chief Financial Officer's designee.

9.4 **Other Reports** - Subrecipient must submit the Uniform Crime Report and other reports as may be reasonably required by the City.

SECTION X: MONITORING AND AUDITS

- 10.1 Access to Records** – The City, U.S. Department of Justice, U.S. Comptroller General or any of their duly authorized representatives, must have access to books, documents, papers and records of the Subrecipient related to the sub-award, for the purpose of audit and examination according to the Financial Guide and the Common Rule.

The City reserves the right to unilaterally terminate this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida. Statutes, and made or received by the Subrecipient or its contractor in conjunction with this Agreement.

- 10.2 Monitoring** - Subrecipient must comply with the City's grant monitoring guidelines, protocols, and procedures; and cooperate with the City on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, contract reviews and audits. Subrecipient must provide all documentation necessary to complete monitoring of the sub-award and verify expenditures. Further, Subrecipient must abide by reasonable deadlines set by the City for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Subrecipient's sub-award, including, but not limited to: withholding and/or other restrictions on the Subrecipient's access to funds, referral to the City Auditor for audit review, designation of the Subrecipient as a High-Risk grantee, or termination of award(s).
- 10.3 Property Management** - Subrecipient must establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the City or purchased pursuant to this Agreement consistent with federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments, or 2 C.F.R. § 200, as applicable. This obligation continues as long as the Subrecipient retains the property, notwithstanding expiration of this Agreement.
- 10.3.1 Property Use** - Subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipient must use, manage, and dispose of equipment acquired under a Federal award in accordance with 2 C.F.R. § 200.313, "Equipment".
- 10.4 High Risk Subrecipients** - Subrecipient must comply with any additional requirements that may be imposed during the grant performance period if the City or the DOJ determines the Subrecipient is a high-risk grantee. Cf. 28 C.F.R. §§ 66, 70.

- 10.5 **Reporting, Data Collection and Evaluation** - Subrecipient must comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for JAG. Compliance with these requirements will be monitored by the City.
- 10.6 **Retention of Records** – Subrecipient must maintain all records for a minimum of five (5) years from the date of the financial statement and such records must be available for audit and public disclosure upon request. Subrecipient must comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf>
<http://dos.myflorida.com/media/693578/gso2.pdf>.
- 10.7 **Single Annual Audit**
- 10.7.1 A Subrecipient that expends \$750,000 or more in a year in federal awards must have a single audit or program-specific audit conducted for that year. The audit must be performed in accordance with 2 C.F.R. § 200(F) Audit Requirements and other applicable federal law. This Agreement must be identified in the Schedule of Federal Financial Assistance in the subject audit. The audit report must be identified as federal funds passed through the City and include the contract number, award amount, contract period, funds received, and funds disbursed.
- 10.7.2 A complete audit report that covers any portion of the effective dates of this Agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report must include any management letters issued separately and management's written response to all findings, including audit report and management letter findings. Incomplete audit reports will not be accepted by the City.
- 10.7.3 Audits must be completed by an Independent Public Accountant (IPA) and according to Generally Accepted Government Auditing Standards (GAGAS). The IPA must be either a Certified Public Accountant or a Licensed Public Accountant. Subrecipient must procure audit activities according to 2 C.F.R. § 200.509 and include clear objectives and scope of the audit in addition to peer review reports to strengthen audit quality and ensure effective use of audit resources.
- 10.7.4 Subrecipient must promptly follow-up and take appropriate corrective action for any findings on the audit report in instances of noncompliance with federal laws and regulations, including but not limited to preparation of a summary schedule of

prior audit findings and a corrective action plan. Subrecipient follow-up to audit findings must abide by requirements in 2 C.F.R. § 200.511.

- 10.7.5 Subrecipient must make copies available for public inspection and ensure respective parts of the reporting package do not include protected personally identifiable information. Records must be made available upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the City.

A Subrecipient that expends less than \$750,000 in federal awards during a fiscal year is exempt from the audit requirements of 2 C.F.R. § 200(F) for that fiscal year. In this case, written notification, which can be in the form of the “Certification of Audit Exemption” form, must be provided to the City by the Chief Financial Officer, or designee, that the Subrecipient is exempt. This notice must be provided to the City no later than June 30 following the end of the fiscal year.

- 10.7.6 If this Agreement is closed without an audit, The City reserves the right to recover any disallowed costs identified in an audit completed after such closeout.

- 10.7.7 The Federal Audit Clearinghouse is the repository of record for 2 C.F.R. § 200(F). Audits performed as a result of this requirement must be completed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to Part 200 on the specified Data Collection Form (Form SF-SAC) and be signed by a senior level representative or chief official of the auditee.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:

[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SUBRECIPIENT FOR THE
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

:jrm
5/19/2020
L:agr/finance/2020-728

SUBRECIPIENT

CITY of

By: _____

EXHIBIT A

Project Description

Eighteen jurisdictions within Broward County will benefit from the grant award which will provide a range of criminal justice related activities that will assist local law enforcement efforts and local initiatives to include: technology improvement programs, personnel, equipment, and training. The goal of the project is to utilize funds designated for County municipalities to deter crime and increase public safety. .

The Subrecipient's project is generally described as:

[REDACTED]
[REDACTED] (insert project general description)

EXHIBIT B

2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
PROGRAM BUDGET

ACCOUNT CATEGORY	BUDGETED AMOUNT
Personnel	
Fringe Benefits	
Equipment	
Supplies	
Training	
Other	
Indirect cost	
Administrative Fees	
Total Sub-award to Subrecipient	\$

SUBRECIPIENT'S BUDGET NARRATIVE

(insert general budget narrative)

SUBGRANT AWARD CERTIFICATE

Subrecipient's Name: _____ DUNS No. _____

Federal Award Date: 09/18/2019

Project Title: 2019 Byrne JAG Grant

Sub-award Period of Performance Start Date: 08/31/2020

End Date: 09/30/2022

Grant Number: 2019-DJ-BX-0432

Federal Award Identification No.: 2019-DJ-BX-0432

Federal Funds:

\$ _____ [insert amount City receives]

Federal award project period: 10/01/2018 to
09/30/2022

Federal award project description:

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of criminal justice related activities based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

Name of the Federal Awarding Agency: Department of Justice

Pass-through entity: City of Pompano Beach

Contact information for the awarding
official:

Greg Harrison

City of Pompano Beach

100 West Atlantic Blvd.

Room 430

Pompano Beach, FL 33060

Greg.Harrison@copbfl.com

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The Subrecipient through its authorized representative, acknowledges receipt and acceptance of subgrant award number **2019-DJ-BX-0432**, in the amount of \$ **[REDACTED]**, [for the description of the project submitted by Subrecipient in this grant application, for the period of **08/31/2020** through **09/30/2022**, to be implemented in accordance with the approved subgrant application, and subject to the City's Standard Conditions and any special conditions governing this subgrant.

This sub-award requires that the Subrecipient adhere to the following:

No recipient or Subrecipient, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to restrict, the reporting of waste, fraud or abuse in accordance with the law to a department or agency authorized to receive such information. This is not intended to contravene requirements applicable to classified, sensitive or exempt information.

In accepting this award, the Subgrantee certifies that it neither requires nor has required employees or contractors to sign such internal confidentiality agreements or statements.

The Subrecipient undertakes a review to validate its compliance with 8 U.S.C. § 1373. If determined to be in compliance at the time of review, the Subrecipient must submit documentation that contains a validation to that effect and includes an official legal opinion from counsel (including related legal analysis) adequately supporting the validation.

If the Subrecipient determines it is not in compliance at the time of review, sufficient and effective steps must be taken to bring itself into compliance. They will thereafter submit documentation that details the steps taken, which will contain a validation that it has come into compliance and includes an official legal opinion from counsel (including related legal analysis).

Subrecipient : [REDACTED]

By: _____

Department of

day of _____, 20____

ATTESTATIONS AND CERTIFICATIONS

This form is required to be completed by the authorized official, or authorized official designee, of all Subgrantee units of government receiving Edward Byrne Memorial Justice Assistance Grant (JAG) program federal pass-through funding from the City. In accepting this award, the subgrantee certifies that it will comply with the requirements set forth below and/or any other requirements of the sub-award. Failure to do so may result in a hold *or* freeze on the drawdown of federal funds, *and/or* suspension or termination of the Agreement.

Procurement Standards: The Subgrantee, through its authorized representative, certifies the unit of government below has written procurement policies and standards that are compliant with the requirements set forth in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. §§ 200.317-326, and OJP Financial Guide, Section 3.8. Additionally, the Subgrantee assures these policies and standards will be utilized *for* all federal grant related procurement activities

Conflict of interest: Decisions related to use of these grant funds must be free of undisclosed personal organizational conflicts of interest, both in fact and in appearance. The subgrantee, through its authorized representative, certifies that the unit of government below is compliant with OMS Uniform Requirements, 2C.F.R. § 200.112, and OJP Financial Guide Section 3.21 regarding Conflict of Interest, and will notify the City, in writing of any potential conflicts of interest in accordance with this Agreement. The recipient must disclose in a timely manner, in writing, all violation of state or federal criminal law involving fraud, bribery, or gratuity violations.

Organization Name:

By: _____

Department of _____

_____ day of _____, 20____

EXHIBIT C
Grant Award and Special Conditions



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 30

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Pompano Beach 100 W. Atlantic Blvd Pompano Beach, FL 33060-6099		4. AWARD NUMBER: 2019-DJ-BX-0432	
		5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2022 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2022	
2a. GRANTEE IRS/VENDOR NO. 481194085		6. AWARD DATE 09/18/2019	7. ACTION Initial
2b. GRANTEE DUNS NO. 080181167		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE FY 19 JAG		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 501,886	
		11. TOTAL AWARD \$ 501,886	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Greg Harrison City Manager	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 501886		21. UDJUGT0493	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 30

PROJECT NUMBER 2019-DJ-BX-0432

AWARD DATE 09/18/2019

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2019-DJ-BX-0432

AWARD DATE 09/18/2019

SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



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31. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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32. No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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33. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification
1. If the recipient is a "State," a local government, or a "public" institution of higher education:
- A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
- B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.
- C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."
- D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.
4. Rules of Construction
- A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition.
- B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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34. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.

4. Rules of Construction. The "Rules of Construction" set out in the "Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification" condition are incorporated by reference as though set forth here in full.



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35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information" award condition are incorporated by reference as though set forth here in full.



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37. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

- (1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).
- (2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).
- (3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—
- (a) is designed to prevent or to significantly delay or complicate, or
- (b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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38. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

39. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

- C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.



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40. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release" award condition are incorporated by reference as though set forth here in full.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.



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42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.



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47. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

48. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.



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52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



U.S. Department of Justice
Office of Justice Programs
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**AWARD CONTINUATION
SHEET
Grant**

PAGE 26 OF 30

PROJECT NUMBER 2019-DJ-BX-0432

AWARD DATE 09/18/2019

SPECIAL CONDITIONS

55. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

56. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



U.S. Department of Justice
Office of Justice Programs
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**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2019-DJ-BX-0432

AWARD DATE 09/18/2019

SPECIAL CONDITIONS

57. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

58. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

59. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

60. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

61. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

62. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



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**AWARD CONTINUATION
SHEET
Grant**

PAGE 28 OF 30

PROJECT NUMBER 2019-DJ-BX-0432

AWARD DATE 09/18/2019

SPECIAL CONDITIONS

63. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

64. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2018

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2018), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

65. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

66. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at [https:// www.bja.gov/ Login.aspx](https://www.bja.gov/Login.aspx) to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at [https:// www.bja.gov/ profile.aspx](https://www.bja.gov/profile.aspx). Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at [https:// www.bja.gov/ SuccessStoryList.aspx](https://www.bja.gov/ SuccessStoryList.aspx).



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Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2019-DJ-BX-0432

AWARD DATE 09/18/2019

SPECIAL CONDITIONS

67. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

68. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

69. Withholding - DHS question attachment

The recipient may not obligate, expend or draw down funds until the Office of Justice Programs has received and approved the required application attachment(s) described in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)," and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

70. Withholding of funds: Budget narrative or information

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

71. Withholding of funds: Program narrative

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the program narrative for this award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

72. Withholding of funds: NIBRS set-aside in Disparate jurisdictions

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and BJA reviews and accepts, documentation of compliance with the required NIBRS 3 percent set-aside by the recipient and each disparate subrecipient, and a Grant Adjustment Notice (GAN) has been issued to remove this condition. For each jurisdiction, including the recipient and disparate subrecipients, such documentation may be either (1) a budget that clearly documents that the jurisdiction has dedicated at least 3 percent of the total amount of their allocation to NIBRS compliance activities, or (2) documentation showing that the jurisdiction has been certified as NIBRS compliant.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
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PROJECT NUMBER 2019-DJ-BX-0432

AWARD DATE 09/18/2019

SPECIAL CONDITIONS

73. Withholding of funds: Memorandum of Understanding

The recipient may not obligate, expend, or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR CYCLE 1 BROWARD COUNTY TRANSPORTATION SURTAX REHABILITATION AND MAINTENANCE FUNDS TO PROVIDE FOR STREET REHABILITATION FOR SW 2ND TERRACE, SOUTHWEST 27TH TERRACE AND SOUTHWEST 27TH AVENUE, WITHIN THE DANIA BEACH MUNICIPAL BOUNDARIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

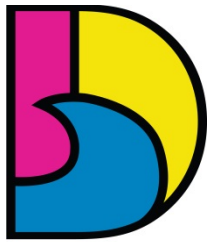
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

20-0609 Surtax Cycle 1 Agenda Cover Memo rev7-2docx, R-2020 - BC Transportation Surtax Rehabilitation and Maintenance Funds Cycle 1 Application, R&M Process Mapping



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: June 9, 2020

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, ICMA- CM, City Manager

VIA: Candido Sosa-Cruz, Assistant City Manager

FROM: Fernando J. Rodriguez, Public Services Director

RE: APPROVAL OF A RESOLUTION TO APPLY FOR CYCLE 1 BROWARD COUNTY TRANSPORTATION SURTAX REBHABILITATION AND MAINTENANCE FUNDS TO REHABILITATION SW 2 TERRACE, SW 27 TERRACE AND SW 27 AVENUE

Request

The administration is seeking authorization to apply to Broward County for Cycle 1 Transportation Surtax Maintenance and Rehabilitation Program funding in the amount of \$297,905.00 to rehabilitate SW 2 Terrace, SW 27 Terrace, and SW 27 Avenue

Background

Broward County administers the Transportation Surtax Maintenance and Rehabilitation Program to provide funding for municipal maintenance and rehabilitation of transportation infrastructure within Broward County. Road resurfacing and rehabilitation was one of three Dania Beach's projects submitted for the 2018 ballot initiative. Only 2018 ballot projects are eligible in Cycle 1 for funding.

The City submitted the Application on May 16, 2020 with the acknowledgement from Broward County that municipalities may not be able to provide authorizing resolutions by the application deadline.

The roadways in the application were identified in the October 2019 Roadway and Pavement Condition Study produced by Public Utilities Management and Planning Services, Inc. as being in most of need of maintenance and rehabilitation in Dania Beach.

If funded, the project would include milling, roadway base repair and resurfacing along SW 2 Terrace, between SW 4 Avenue and SW 2 Avenue; SW 27 Terrace, between SW 46 Terrace and the northern road terminus; and SW 27 Avenue, between Griffin Road and SW 46 Street (See Exhibit 1). Additionally, engineering design, bid specifications, and construction administration would be eligible for funding.

Budgetary Impact

If the project were chosen for, funding by Broward County there would be no negative impact to the City's budget. Funding would be available in FY 2019-20.

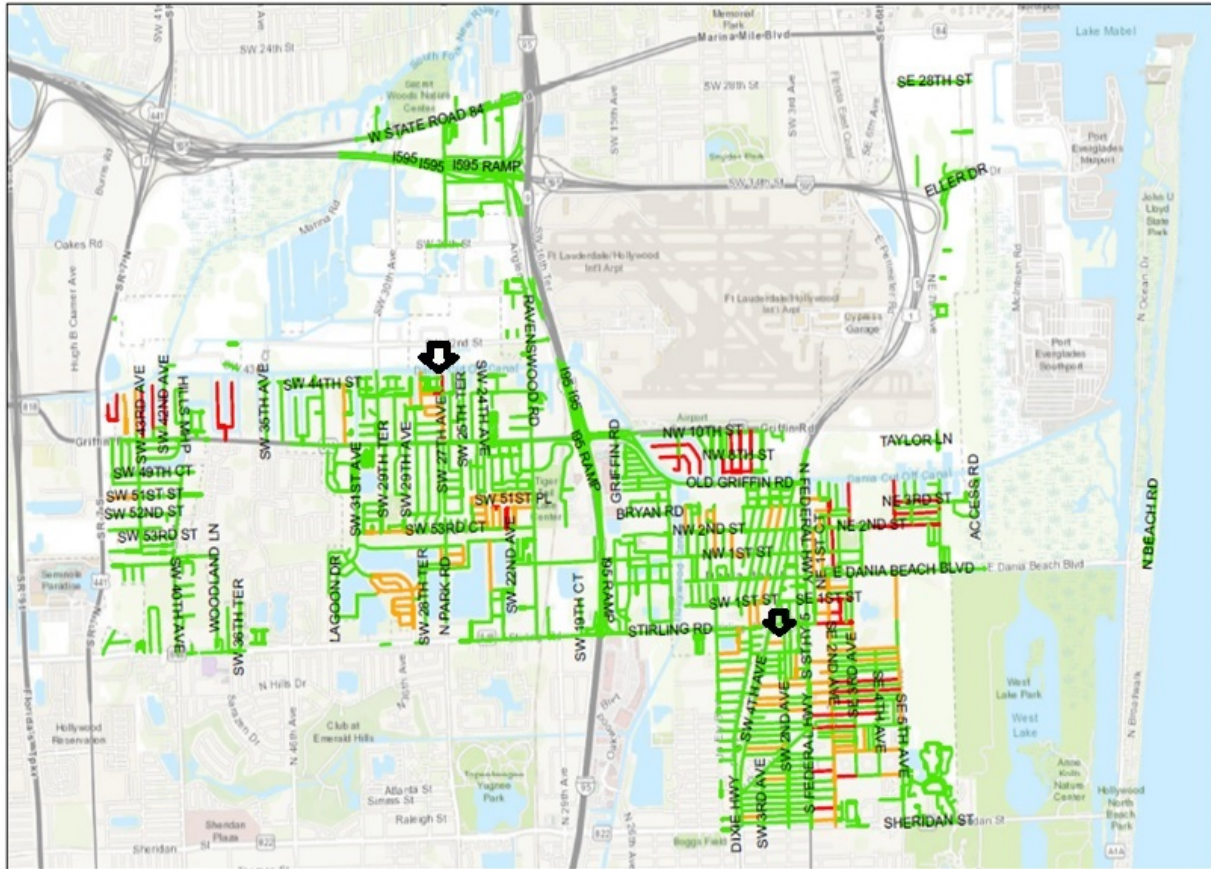
Recommendation

PSD recommends approval of the resolution to apply for \$297,905 in funding from the Broward County Cycle 1 Transportation Surtax Maintenance and Rehabilitation Program.

Attachment: Exhibit 1

\continued...

**APPROVAL OF A RESOLUTION TO APPLY FOR CYCLE 1 BROWARD COUNTY
TRANSPORTATION SURTAX REHABILITATION AND MAINTENANCE FUNDING TO
REHABILITATION SW 2 TERRACE, SW 27 TERRACE AND SW 27 AVENUE**



Legend
Base Failure
Good
Moderate Base Failure
Total Base Failure

Pavement Assessment
City of Dania Beach



RESOLUTION NO. 2020-056

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR CYCLE 1 BROWARD COUNTY TRANSPORTATION SURTAX REHABILITATION AND MAINTENANCE FUNDS TO PROVIDE FOR STREET REHABILITATION FOR SW 2ND TERRACE, SOUTHWEST 27TH TERRACE AND SOUTHWEST 27TH AVENUE, WITHIN THE DANIA BEACH MUNICIPAL BOUNDARIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Transportation Surtax Maintenance and Rehabilitation Program is administered by Broward County for the purpose of providing funding for municipal maintenance and rehabilitation transportation infrastructure within Broward County through the Transportation Surtax, approved by voters in November 2018; and

WHEREAS, the City of Dania Beach (the “City”) applied for Maintenance and Rehabilitation funding in the amount of Two Hundred Ninety Seven Thousand Nine Hundred Five Dollars (\$297,905.00) to provide for milling, roadway base repair and resurfacing along Southwest 2nd Terrace, between Southwest 4th Avenue and Southwest 2 Avenue; Southwest 27th Terrace, between Southwest 46th Terrace and the northern road terminus; and Southwest 27th Avenue, between Griffin Road and Southwest 46th Street (the “Project”); and

WHEREAS, the roadways in the Project were identified in the October, 2019 “Roadway and Pavement Condition Study” produced by Public Utilities Management and Planning Services, Inc., as being the most in need of maintenance and rehabilitation; and

WHEREAS, the City’s Project will provide economic development benefits by assuring that local tax dollars stay in our community and benefit local businesses through Broward County’s certified small businesses and as a path to employability to benefit everyone who lives in Broward County with an eye on equality; and

WHEREAS, the proposed improvements are supported by the City and are identified in the 2019 Roadway and Pavement Condition Study as necessary improvements to maintain the City’s transportation infrastructure; and

WHEREAS, the City owns, operates and maintains the rights-of-way along Southwest 2nd Terrace, Southwest 27th Terrace and Southwest 27th Avenue; and

WHEREAS, the Transportation Surtax Rehabilitation and Maintenance Program does not require a City match, however the City will be responsible for any construction costs exceeding the funding amount; and

WHEREAS, the City is responsible for all operations and maintenance costs for the Project roadways; and

WHEREAS, the City of Dania Beach shall design and make all improvements for the Project;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing “Whereas” clauses are made a part of and incorporated into this Resolution by this reference.

Section 2. That the Cycle 1 Broward County Transportation Surtax Rehabilitation and Maintenance Project application for Southwest 2nd Terrace, Southwest 27th Terrace, and Southwest 27th Avenue Project in the City, submitted by the City of Dania Beach, Florida to Broward County, is approved and the proper City officials are authorized to execute it and related documents.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the application and agreement as are deemed necessary and proper for the best interests of the City and funding eligibility.

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

Section 5. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 9, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

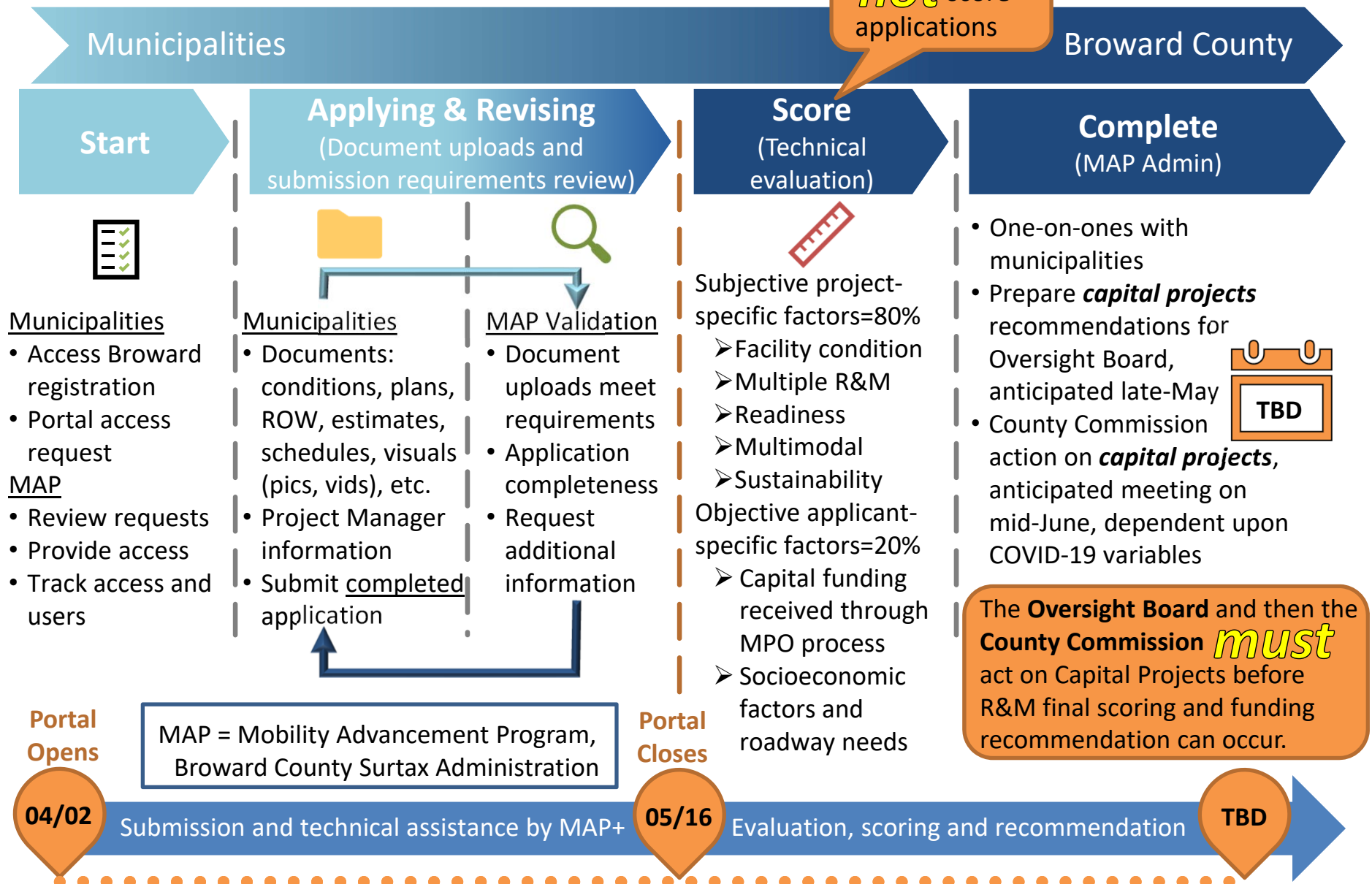
LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

R&M Project Application Process

MAP Team will **not** score applications



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION RATIFYING INVITATION TO BID (“ITB”) NO. 20-001, ENTITLED, “POOL HEATERS FOR P.J. MELI AQUATIC COMPLEX”; AUTHORIZING THE AWARD OF THE BID TO LESLIE’S POOLMART, INC. FOR AN AMOUNT NOT TO EXCEED FORTY-THREE THOUSAND FOUR HUNDRED EIGHTY FIVE DOLLARS AND NINETY CENTS (\$43,485.90)

Purchasing Requests ONLY

Dept:

Acct #:

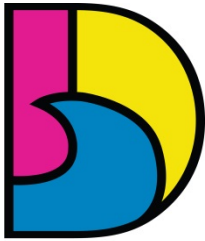
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to CC - Award Pool Heaters at P.J. Meli Park revised 05.07.2020, R-2020- Leslie's Pool Mart Bid Award (ITB 20-001) for Pool Heaters for P.J. Meli Aquatic Center and Ratifying ITB, Bid Tabulation Form 20-001 Pool Heaters for P.J. Meli Aquatic Complex ITB, 20-001-Pool Heaters for P.J. Meli Aquatic Complex ITB- Bid Review Committee Meeting Notes



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: June 9, 2020

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, City Manager, ICMA-CM

VIA: Eric Brown, Parks and Recreation Director

SUBJECT: Award Pool Heaters for P.J. Meli Aquatic Complex to Leslie's Poolmart and execute Resolution

REQUEST

City Administration is requesting the City Commission to approve a Resolution to award a contract for pool heaters at the P.J. Meli Aquatic Complex to Leslie's Poolmart, in an amount not to exceed Forty-Three Thousand Four Hundred Eighty-Five Dollars and Ninety Cent (\$43,485.90).

BACKGROUND

The City posted and advertised on January 31, 2020 for ITB No. 20-001 (Exhibit "A") for proposals for Pool Heaters for P.J. Meli Aquatic Complex. The City received three (3) responses from proposers as described on the attached Resolution. The Bid Review Committee convened on March 9, 2020 to review and further analyze the responses. The Bid Review Committee selected Leslie's Poolmart, as they were the lowest proposer to award the bid to.

BUDGETARY IMPACT

Funds are available and appropriated in the Parks and Recreation, P. J. Meli Aquatic Account No. 001-72-06-572-64-30 in the amount of \$41,650.00. A budget transfer has been requested from P.J. Meli Aquatic Account No. 001-72-06-572-52-20 in the amount of \$1,836.00 to be transferred to Account No. 001-72-06-572-64-30 for a grand total of \$43,486.00.

RECOMMENDATION

Recommendation is for the City Commission to provide approval and signature of the attached Resolution.

INVITATION TO BID
City of Dania Beach, Florida

“Pool Heaters for P.J. Meli Aquatic Complex”
ITB #20-001

Notice is given that the City of Dania Beach, Florida, is seeking bids from qualified vendors to provide and install pool heaters at P.J. Meli Aquatic Complex located at 2901 Southwest 52nd Street, Dania Beach, Florida 33004 in accordance with the technical specifications provided within the bid document.

Documents may be obtained from www.demandstar.com, or from the City Website at www.daniabeachfl.gov. For additional information concerning this bid, please contact Anthony Ifedi, Director of Athletics, at aifedi@daniabeachfl.gov.

Sealed bids must include one (1) original plus three (3) copies for a total four (4) of the entire ITB package plus one (1) electronic file as a CD or USB. Sealed bids must be received no later than 10:00 a.m. on Friday, February 21, 2020. Bids will be publicly opened at 10:30 a.m. in the NW Conference Room at City Hall, 100 W. Dania Beach Boulevard, Dania Beach, Florida. Bid packets must be sealed, addressed and clearly marked:

Thomas Schneider, City Clerk
City of Dania Beach
“Pool Heaters for P.J. Meli Aquatic Complex – ITB #20-001”
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

The City Commission of the City of Dania Beach reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the best interest of the City.

//Thomas Schneider, CMC
City Clerk

Sun Sentinel publication: Friday, January 31, 2020|

RESOLUTION NO. 2020-057

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RATIFYING INVITATION TO BID (“ITB”) NO. 20-001, ENTITLED, “POOL HEATERS FOR P.J. MELI AQUATIC COMPLEX”; AUTHORIZING THE AWARD OF THE BID TO LESLIE’S POOLMART, INC. FOR AN AMOUNT NOT TO EXCEED FORTY-THREE THOUSAND FOUR HUNDRED EIGHTY FIVE DOLLARS AND NINETY CENTS (\$43,485.90); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City posted and advertised Invitation to Bid (“ITB”) No. 20-001 on the City of Dania Beach’s website, Demand Star and in the Sun-Sentinel newspaper on January 31, 2020; and

WHEREAS, the bid opening was held on Friday, February 21, 2020 at 10:30 a.m.; and

WHEREAS, three (3) bidders submitted their respective bids:

Leslie’s Poolmart, Inc.	\$43,485.90
Electro Mechanic Industries d/b/a Vermana	\$55,234.00
Close Construction, LLC	\$85,000.00; and

WHEREAS, the Bid Review Committee held a review meeting on March 9, 2020 at 10:00 a.m. at City Hall to evaluate the three (3) bids that were received; and

WHEREAS, all bidders were deemed qualified, responsive and responsible by the Bid Review Committee; and

WHEREAS, the lowest, responsive and responsible bidder for the requested items is Leslie’s Poolmart, Inc. in an amount not to exceed Forty Three Thousand Four Hundred Eighty Five Dollars and Ninety Cents (\$43,485.90); and

WHEREAS, the City and Leslie’s Poolmart, Inc. will execute the necessary purchasing documents upon ratification and approval of this resolution; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute the necessary purchasing documents with Leslie's Poolmart, Inc. to provide pool heaters for the P.J. Meli Aquatic Complex.

Section 3. That funding for the services provided by this Agreement was planned and is available in the General Fund, Recreation Department, P.J. Meli Aquatic, Account No. 001-72-06-572-64-30; currently, the available funding is Forty Three Thousand Four Hundred Eighty Five Dollars and Ninety Cents (\$43,485.90).

Section 4. That the City Manager and City Attorney are authorized to make minor revisions to such purchasing documents as are deemed necessary and proper and in the best interest of the City.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to such extent of such conflict.

Section 6. That this Resolution shall be in force and take effect immediately upon passage and adoption.

PASSED AND ADOPTED on June 9, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

BID TABULATION FORM

BID OPENING DATE: FRIDAY, FEBRUARY 21, 2020 TIME: 10:30 A.M.

PROJECT NAME: **ITB #20-001 “POOL HEATERS FOR P.J. MELI AQUATIC COMPLEX”**

EXHIBIT "A"	TECHNICAL SPECIFICATIONS
EXHIBIT "B"	REFERENCES
EXHIBIT "C"	BID PROPOSAL FORM
EXHIBIT "D"	DRUG FREE WORKPLACE
EXHIBIT "E"	BIDDER'S QUESTIONNAIRE
EXHIBIT "F"	PUBLIC ENTITY CRIMES STATEMENT
EXHIBIT "G"	NON-COLLUSION AFFIDAVIT

PRESENT AT BID OPENING:

See sign-in sheet attached

THE FOLLOWING BIDS WERE OPENED BY:

Erika Clayton, Records Specialist

Angel Lunkins, Deputy City Clerk

[illegible]

BID TABULATION FORM

BID OPENING DATE: **FRIDAY, FEBRUARY 21, 2020** **TIME: 10:30 A.M.**

PROJECT NAME: **ITB #20-001 "POOL HEATERS FOR P.J. MELI AQUATIC COMPLEX"**

EXHIBIT "A"	TECHNICAL SPECIFICATIONS
EXHIBIT "B"	REFERENCES
EXHIBIT "C"	BID PROPOSAL FORM
EXHIBIT "D"	DRUG FREE WORKPLACE
EXHIBIT "E"	BIDDER'S QUESTIONNAIRE
EXHIBIT "F"	PUBLIC ENTITY CRIMES STATEMENT
EXHIBIT "G"	NON-COLLUSION AFFIDAVIT

	VENDOR	1 Original 3 Copies 1 Digital	COI	Exh. A	Exh. B	Exh. C	Exh. D	Exh. E	Exh. F	Exh. G	Total Bid Price
3.	Electro Mechanic Industries DBA Vermana 1255 Laquinta Drive, Orlando FL 32809 407-601-3943 Contact: Stephen Corrie scorrie@vermana.com	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$55,234.00

AFTER THE BID OPENING, THE BIDS WERE TURNED OVER TO THE FOLLOWING FOR FURTHER REVIEW AND TABULATION:

Eric Brown, Director, Parks and Recreation
Anthony Ifedi, Athletics Director, Parks and Recreation
Tania Stevens, Senior Accountant, Finance

ITB #20-001 Pool Heaters for P.J. Meli Aquatic Complex - Bid Review Committee Meeting Notes

3/9/2020

Start Time 1:00 p.m., NW Conference Room

In Attendance:

Angel Lunkins - Deputy City Clerk

Eric Brown – Director, Parks and Recreation

Anthony Ifedi – Director, Athletics

Tania Stevens – Senior Accountant

Sasha Ramos – Procurement Administrator

Discussion proceeded amongst committee members as they compared vendors based on the information provided in the submittal documents. The bid review committee concluded with selecting vendor Leslie Pools Inc. for Invitation to Bid #20-001 Pool Heaters for P.J. Meli Aquatic Complex based on pricing, and work history.

End Time 1:05 p.m.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE APPROVED BY THE CITY COMMISSION, TO FUND THE SOUTHEAST 2ND AVENUE WATER MAIN PIPE REPLACEMENT PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Public Services)*

Purchasing Requests ONLY

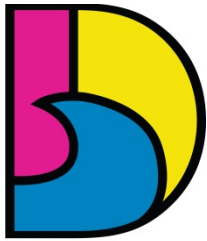
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

C-MEMO-ORDINANCE-1M-EXPENDTR-SE2AV-WMAIN-052620 (2) (3)-revFJR (1) (5)2, O-2020-009 Authorize Expenditure of Funds Exceeding \$1M for SE 2nd Avenue Water Main Pipe Replacement Project



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: May 26, 2020

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, ICMA- CM, City Manager
Candido Sosa-Cruz, Assistant City Manager

FROM: Fernando Rodriguez, Public Services Director

RE: ADOPTION OF AN ORDINANCE AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS TO FUND THE SE 2ND AVENUE WATER MAIN REPLACEMENT PROJECT

Request

The Public Services Department (PSD) requests adoption of the attached ordinance authorizing the expenditure of city funds exceeding one million dollars.

Background

The water pipes (mains) in SE 2nd Avenue and some of the surrounding area were installed circa 1952, and was constructed of cast iron pipe. The pipe was never lined to extend the pipe's life cycle. There have been three pipe breaks within the last three months in the project area and there is a continued risk of additional breaks until the pipe is replaced. This project will replace approximately 8800 lineal feet (LF) of 8-inch cast iron water pipe with 12-inch C-900 PVC water pipe in SE 2nd Avenue and SE 7th Street.

Approval to bid construction of the SE 2nd Avenue Water Main Project, estimated to cost approximately \$1.3 million, was granted via Resolution 2020-041 passed and adopted on May 12, 2020. Assuming the project is bid in June, an aggressive timeline would target project completion by November 1, 2020. All involved with the project believe that this project needs to be expedited and done immediately.

Budgetary Impact

Funding for this project will be appropriated from the Water Enterprise Fund Account# 401-00-00-389-90-02.

Recommendation

PSD recommends adoption of the attached ordinance authorizing the expenditure of City funds exceeding one million dollars to fund the SE 2nd Ave Water Main Project.

ORDINANCE NO. 2020-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE APPROVED BY THE CITY COMMISSION, TO FUND THE SOUTHEAST 2ND AVENUE WATER MAIN PIPE REPLACEMENT PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2, “Certain Expenditures” of Article 3, “Powers of the City”, the City Commission must, by ordinance approve any expenditures of City funds that exceeds One Million Dollars (\$1,000,000.00) after two (2) advertised public hearings of the ordinance; and

WHEREAS, City staff anticipates that funding for the Southeast 2nd Avenue Water Main Pipe Replacement Project will exceed the monetary threshold; and

WHEREAS, the project expenditure shall not exceed the project estimate approved by the City Commission;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the proper City officials are authorized to expend more than One Million Dollars (\$1,000,000.00) in connection with the Southeast 2nd Avenue Water Main Replacement Project.

Section 2. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed.

Section 4. That this Ordinance shall take effect immediately at the time of its passage and adoption.

PASSED on first reading on May 26, 2020.

PASSED AND ADOPTED on second reading on June 9, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

MEMORANDUM

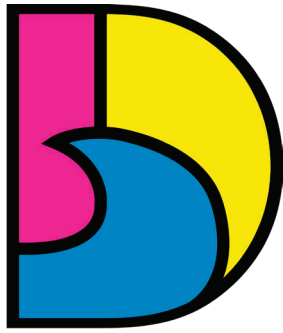
Date: May 26, 2020

To: Mayor Lori Lewellen
Vice Mayor Lauren Odman
Commissioner Chickie Brandimarte
Commissioner Bill Harris
Commissioner Tamara James

From: Ana M. Garcia, ICMA-CM, City Manager *AMG*

Subject: City Manager's 12 Month Annual Report

It is my honor to present to you the attached report that reflects this past year at a glance. Actually, it's been 14 months that I have been serving as your City Manager, and words cannot begin to express my satisfaction and my heartfelt appreciation to serve you and this wonderful Dania Beach Community. In order to facilitate your evaluation of me, I wanted to send you as promised the highlights of my tenure as your City Manager. While I am sending you this report electronically a week in advance of the Commission meeting as I committed to doing, I have also prepared a hard copy for your perusal. This report represents the dedication, perseverance, hard work, focus and commitment of my Team and I to you, and all that live, work and visit our great City, the City of Dania Beach.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY MANAGER
ANA M. GARCIA



May 2020



DANIA BEACH COMMISSION

MAYOR LORI LEWELLEN

VICE MAYOR LAUREN ODMAN

COMMISSIONER CHICKIE BRANDIMARTE

COMMISSIONER BILL HARRIS

COMMISSIONER TAMARA JAMES



City Manager's 12 Month Annual Report

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A thorough review of the year 2019 to 2020 under the leadership of City Manager Ana M. Garcia. ICMA-CM



CITY MANAGER

ANA M. GARCIA

It has been 14 months since I started this journey/mission with my Team as your City Manager and I take this responsibility very seriously; my words are aligned with corresponding actions/ that are results- oriented via a plan to accomplish a desired outcome. The achievements of my administration are tangible and quantifiable, as you will read in my memo and in the documents provided to you by all the departments I lead. I have led our "City Team" with clarity of communication, desired expectations, and outcomes while at the same time motivating, leading by example and expressing gratitude. The aforementioned I do consistently. However, when I need to discipline or reflect with one of my Team members on how we could have done something better or in a more timely manner, I do this fairly, consistently and in the appropriate environment with good intentions to facilitate growth via a learning opportunity. The senior Team I have kept, hired or promoted during my tenure as your City Manager reflect my decision making ability and the discernment needed to ensure we have a dedicated Team of professionals who reflect the key characteristics of leadership that I look for such as integrity, courage, dependability, respect, drive and self-motivation. I have high expectations and set a very high bar because I owe that to my Team, to you and to the Dania Beach Community. This year we have also hired a much needed procurement position that will be key to insure we do things with adherence to all protocols and compliance. My goal for the City Team and myself is to continue to build on our strengths and evolve personally and professionally so the sum of the parts bring about the necessary changes, adjustments, and the needed focus to accomplish our objectives for organizational excellence and a service delivery at all levels, from all the departments that is second to none. Additionally, the fulfillment of the policies and directives of the City Commission will always continue to be on the forefront of our Mission.

To say this has been a very challenging time/year, from Hurricane Season, to Budget Challenges for fiscal 2020, to Covid19 would be an understatement. However, crisis management is a strength for me, and my Team is a reflection hence why we successfully delivered a balanced budget and a proactive capital plan. We are operating this fiscal year doing more with less as our adopted General Fund Budget 2020 is \$350,000 less than the adopted/amended General Fund Budget for fiscal 2019. Furthermore, our completed Audit that occurred this past March of 2020 reflects a \$2.5 million dollar increase from \$31.8 million to \$34.2 million in our General Fund Balance. We set up an effective EOC game plan and prepared in a timely manner for Hurricane Season. We kept our City and our employees safe as we took many proactive measures. We partnered with the Dania Beach Casino and successfully executed our plan to provide more than 3,000 pre packed and sealed sand bags to our Community. We elevated the frequency of our Communications and took an aggressive approach to augment our Facebook followers at the tune of a 69% increase in 12 months. We took the bull by the horns as we dealt with the onset of Covid19, by executing the City's first ever telework policy, and the Manager's Covid19 Task Force. Additionally, we brought forward to the City Commission key legislation for your approval as early as March 10th to ensure we could procure all the necessary goods and services to protect our City Team and our Community. Throughout this pandemic we have been proactive and extremely informative to all and we believe our combined efforts have led to a healthy workforce with no cases of Covid19 on our Team and very low numbers of infected individuals Citywide. I led the way to raise \$20,000 in a weeks' time and partnered with a multitude of individuals and companies to plan and execute the Adopt-A-Box food distribution of 800/20lbs family boxes of fresh fruits and vegetables for our Community during this time of need. While this initiative started with me, the success was due to a Team effort. Additionally, this coming Friday, the 22nd of May, we will host another major food distribution in our City in Partnership with Farm Share. We continue to plan strategically, effectively and consistently while at the same time paying close attention to the details, shifting gears as circumstances dictate, while continuing to move forward seeking and finding solutions. We are extremely proud of the relationships we continue to build and foster with the public and private sector, as well as many of our elected officials at the Federal, State and County for these relationships have a direct benefit to our Community.



We are very proud of the responsiveness of this administration, I lead by example and we are open for business and resolving issues and addressing resident needs not just during working hours, but nights, weekends and holidays as you all are aware. I have a strong commitment to citizen service and my actions and that of my team reflect the true example of dedicated public servants. We are very happy and satisfied on how we have been able to enhance and augment our special events and or bring on new and innovative endeavors particularly events that have come as a result of partnerships, sponsorships and key donations. This has been a banner year as we partnered with our local Rabbi to not only light a beautiful Christmas Tree but also we had a lovely Menorah lighting Ceremony. We wanted to Celebrate the 115th Anniversary of our City and while we only received a mere \$3,000 to make the event happen, we generated \$15,000 in grants, donations and sponsorships. We actually only spent \$1,668.78 for a beautiful and well attended celebratory 115th Birthday Brunch. We are always looking to forge relationships for the benefit of our Community, we will walk that extra mile, make one more phone call, have one more meeting and knock on another door because we believe that perseverance and effort pays off! My administration fully embraces the belief that if we seek, we will find, we owe this to us, to you and to our Community. The aforementioned leads me to a meeting with Kimco/ Dania Pointe while our Police Substation is moving forward in the construction phase, we the City never discussed a Fire Substation, or a possible donation to support Safety/ enhancements associated with Fire and EMT. I started that conversation and working with our Fire Chief, our dialogue with Kimco/Dania Pointe at the very least will result with the City of Dania Beach receiving a donation of \$250,000. Every opportunity that we can have to augment our adopted budget, save taxpayer dollars by seeking partnerships, donations, and grants rest assured we will and we have. It had been quite a while since the City received a piece of the State Budget, so in 2019 we spent two days in Tallahassee meeting with more than a dozen Senators, State Representatives, and key state agencies. The seeds we planted last year and our tireless efforts, have resulted in a Budget that both the House and the Senate approved \$250,000 for a key water project in our Community. This past year we have received \$6,095.343 million in confirmed grants, and \$6,491,379 million is pending from other grants we have applied for. The goal always is to enhance our City and to augment existing services and programs by not leaving any stone unturned.

The Safety of our City, our residents, and our employees is paramount to me and I have ensured 3 key initiatives have been implemented and completed successfully. Working with our Chief and our ACM, we set out to do a complete security assessment of City Hall, including our parking garage, Commission Chambers and all areas in and outside of City Hall. The assessment exposed many deficiencies from lack of security, to cameras that were not functioning properly or nonexistent where needed, to doors, lighting and landscaping that contributed to an unsafe environment. A strategic plan was set in motion and successfully completed. Additionally, prior to Summer Camp 2019 within my first 90 days as the City Manager, I called for a full inspection of our City pools, the findings reflected that the pools at PJ Meli and CW Thomas Parks had deficiencies, one in particular had very serious electrical issues. We worked diligently and effectively to address all issues in time to open our Pools for Summer Camp. We now have a yearly inspection program in place for all our Parks and Facilities. An assessment/ inspection of City Hall resulted in a serious mold problem identified in the West Wing; this issue was communicated to our City Commission and the monies were sought to address, mitigate and complete the project. We will continue to invest in the maintenance of our facilities and infrastructure and recommend key capital projects and corresponding appropriations.

Community Policing is a results oriented endeavor as Law enforcement should include many aspects of community involvement and participation particularly community engagement with youth. This past year I wanted to challenge our Chief as I have and continue to challenge all our senior leaders. The



result was our First Annual BSO/Youth Fishing special event where 35 local boys and girls enjoyed a day of fishing, wonderful lunch and priceless interaction with the men and women that represent our Law Enforcement Community. This event was sponsored by local restaurants and businesses that contributed everything we needed to realize this very special endeavor. Crime in our Community is on the decline with a 9% decrease this past year, while Community Policing, engagement and programming continues to rise. The purchase of 3 new speed trailers and license plate readers will further assist us to mitigate speeding, and at the same time identify the vehicles that enter our City at various points.

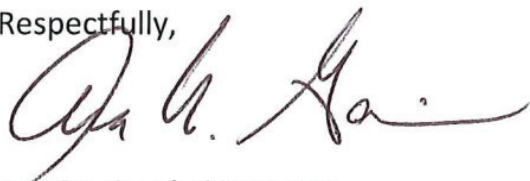
Our City Team/employees are one of our most valuable assets, and we continue to invest, promote, express our gratitude and find resources to assist them for the return in this investment and caring for our Team leads to a more committed and dedicated work force. This investment has been proven to result in enhanced performance and service delivery and that is a top priority of this administration. This past year, we initiated a very effective and genuine dialogue with our Collective Bargaining Team that resulted in a very successful and fair negotiation with our union members. A super majority of our union members voted in support of the negotiated contract as did our City Commission. We have a 3 year contract in place.

We have key Master Plans, and completed studies in place such as our Parks Master Plan, City wide Lighting assessments, Capital/ Fleet plans, etc.; we have also moved forward with a Transit Study and put in motion the adopted 2015 Ocean Park Plan. We are in dialogue with FAU, FDOT, and have set up an internal Team as we move forward progressing every day. We are accomplishing the large tasks as well as the small details that are necessary to evolve as a City and whereas we may stumble or take a small step backwards as we deal with challenges that come our way, rest assured this Administration possesses the skill set, proven leadership, innovative/outside the box thinking, combined with the needed determination, resolve, energy, and motivation that will continue to result in a safer, more beautiful and fiscally sound City.

My success during the first 14 months as City Manager would not be possible without the great contributions, and efforts of all the City Departments I lead, therefore included as a back up to this memo as I consistently do monthly is my Department Directors highlights of this year at a glance. While there is a lot of tangible and quantifiable information for your perusal, what I must mention is the accessibility of my team and I, and the immediate responses we provide to resolve issues for our Community. This level of attention has been very much appreciated and well received by our residents, and many individuals have reached out to me in all forms of communication to express their gratitude. You can continue to expect this level of service excellence and responsiveness always.

It's my honor to serve you and the Dania Beach Community as your City Manager and lead this outstanding group of individuals that I respectfully and with affection refer to as the "A Team". I look forward to continue to carry out the directives and policies of the City Commission expeditiously, responsibly and consistently while collaborating with all of you as I have done throughout my tenure as your Manager.

Respectfully,

A handwritten signature in dark ink, appearing to read 'Ana M. Garcia', written in a cursive style.

Ana M. Garcia ICMA-CM
City Manager



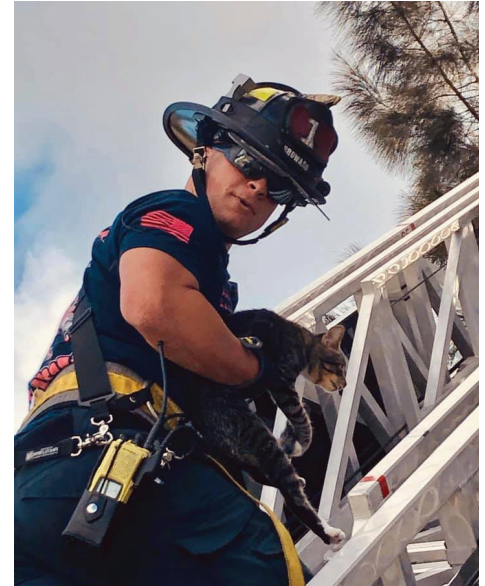
**BROWARD
SHERIFF'S OFFICE
FIRE RESCUE**

FIRE RESCUE

- **I hired first Fire District Chief** in Dania Beach History.
- **First City to implement pre-emptive measures and safe practices** for COVID-19 Pandemic, checking on the elderly and ensuring facilities were in compliance with COVID-19 safety rules and regulations in the following facilities:
 - **Nine (9) Assisted Living Facilities**
 - **Three (3) Nursing Homes**
 - **Two (2) Group Homes**
- Additionally, **checked on above facilities three (3) times a week** to ensure PPEs were being used by staff and no COVID-19 breakouts.
- Worked with EOC and other private vendors and or individuals to get **PPE for our City Essential Employees**. Below is a list of PPE received:
 - **Over 1,000 masks received**
 - **Over 20 gallons of hand sanitizer received**
 - **Over 2,000 sets of gloves received**
- **Push in Ceremony – first new Fire Rescue truck since 2009** – this was state-of-the-art Fire Rescue ambulance used to transport patients. **Partnership between City and Broward County resulted in deferred payment.**
- Sent **Fire safety educational flyers with City water bill** to educate residents on fire safety.
- **Completed ISO** (Insurance Services Office) Inspection and Certification. ISO creates ratings for fire departments and the surrounding communities
- **Support City EOC and prepare team** discussion and training as early as October 2019. Current City staff and Fire Rescue are ready and prepared for the year 2020 Hurricane season.
- **Hurricane Distribution** – first city to organize, and distribute over 120 pallets of goods for **Hurricane relief to the Bahamas.**
- **Fire Rescue Toy Drive** partnering with Kimco and Brandsmart - toys were distributed to over 100 Dania Beach families.
- Partnered with Kimco to work on **Fire Rescue Sub Station or \$250k for safety initiatives.**
- Completed an extensive **concurrency report on Dania Pointe.**
- Completed training for over 100 employees on how to use **Stop the Bleed Kits.**
- **First Fire Station to start clean station initiative** keeping first responders safe



- New Fire Station **state-of-the-art alerting system** being installed.
- **New fire truck communication system** using high end modems eliminating MiFi



**BROWARD
SHERIFF'S OFFICE
LAW ENFORCEMENT**

BROWARD SHERIFF'S OFFICE (BSO) LAW ENFORCEMENT

Most notable decrease in crime for the past 12 month, overall reduction of crime -9%:

	2018 -2019	2019-2020	DIFFERENCE	%
AGGRAVATED ASSAULT	39	26	13	-33%
AGGRAVATED BATTERY	42	33	9	-21%
AUTO THEFT	117	109	8	-7%
AUTO THEFT - MOTORCYCLE	11	9	2	-18%
BURGLARY CONVEYANCE	330	277	53	-16%
BURGLARY RESIDENCE	114	89	25	-22%
HOMICIDE	2	1	1	-50%
ROBBERY	44	38	6	-14%
ROBBERY BY SUDDEN SNATCHING	13	6	7	-54%
THEFT - ALL OTHER	350	293	57	-16%
THEFT - MOTOR VEHICLE PARTS	52	44	8	-15%
Grand Total	1313	1196	117	-9%

BSO Team held First Annual Fishing Excursion at Boaters Park, **35 local children from our Dania Beach camps** were treated to lunch and a day of fishing. BSO partnered with Parks and Recreation, BSO Fire, Bass Pro Shops, Anglers Bait and Tackle, Dusky Marine and PDQ.

- Our **Annual National Night Out Against Crime** was held in conjunction with the Dania Beach Trunk or Treat event at CW Thomas Park. Many BSO resources were present such as SWAT trucks, motorcycles and boats. **BSO Team interacted with several hundred people from our Dania Beach community.**
- The Chalk for Peace event took place at Collins Elementary School where students wrote messages of peace on the basketball court, **further developing our Community Policing relationships in the community.**
- Several **Miami Dolphins players attended a meet and greet** and played football with neighborhood children at CW Thomas Park. **Over 50 children** enjoyed playing football and meeting professional athletes.
- LETF funds were approved to purchase **new License Plate Reader Trailers and Speed Trailers** as well as a **Surveillance Tower** further enhancing our safety initiatives in our City.
- Applied for the **2020 COPS Grant** to fund additional Deputy Positions due to the growth of our city.
- Began **planning/construction of the BSO Dania Pointe substation.**
- Completed a full security survey of City Hall which was utilized to target harden the facility and make it more secure.







COMMUNITY DEVELOPMENT

COMMUNITY DEVELOPMENT

BUILDING DIVISION

Improved CRS class from a rating of 9 to a rating of 6 resulting in a 10% saving for residents on their flood insurance premiums, implementing protocols to prevent flood damage.

Established Special Permitting Office (SPO) offering electronic plan review with review turnaround time within 10-14 business days.

Implemented *Epermits One stop*. This Epermits system will eliminate the need for customers to travel to Broward County's Government Center to submit for County approvals.

Implemented Online Building Permit Payment system, more convenient for the customer, decreases traffic at City Hall and expedites construction activity.

Implemented Electronic Tracking System to expedite locating plans for status updates and expediting records requests.

Total revenue collected from permit fees in last 12 months: **\$5,548,106.00**

Below is a table of statistics for the Building Division in the last 12 months:

Total Permits issued in last 12 months	
Number of permits issued	4,088
Total Building Inspections	
Number of inspections	36,792
Total Certificates	
Certificate of Occupancy	109
Temporary Certificate of Occupancy	6
Certificate of Completion	42
Total Value of construction	
Total value of construction	\$378,771,221.59
Dania Pointe Certificates	
Certificate of Occupancy	20



CODE COMPLIANCE AND PARKING ENFORCEMENT

COVID-19

Code Compliance Officers are patrolling the City of Dania Beach **Monday through Sunday from 8am - 8pm**, enforcing Emergency Orders issued by the State, County, and City to help stop the spread of COVID-19.

Copies of the **Emergency Order have been distributed to the all businesses in the City** and as orders change we continue to educate businesses on new restrictions or lifted restrictions.

Parking Enforcement team is supporting Code with **enforcement of the Emergency Orders**.

Staff has also established an **application process and inspection procedures for Short Term Rental** (Vacation Rental) educating and assisting property owners on the code and process.

Upgraded Vacation Rental (VR) Monitoring system helping staff efficiently track new VR listings in order to enforce City codes.

Coordinated with BSO Law Enforcement to educate and assist the homeless in the City and help provide resources needed.

Below is a table of statistics for Code Compliance & Parking Division in the last 12 months:

Parking Revenues	\$1,434,701
Code Revenues	\$ 676,039
Violation notices issued	726
Warnings issued	642
Complaints Received	1067
Cases brought before the Special Magistrate	245
Parking tickets issued	5654
Lot Letters	86
Tow Right of Way	87

Code team has worked hard in ensuring all lights at the beach are in compliance with state and county turtle lighting regulations.

Time to dim the lights for
**SEA TURTLE
NESTING SEASON**



PLANNING & ZONING

Planning & Zoning staff have recently implemented a new **Electronic Plan Review system** for DRC to streamline the application and review process saving time, reducing meetings in person and eliminating drive to City Hall.

P&Z was instrumental in **coordinated the design, permitting and construction** of the City’s new **Entryway sign**.

Created the **City’s first Public Art ordinance** and implemented the public art fee and associated fund.

Below is a table of statistics for the Planning & Zoning Division in the last 12 months:

P&Z Revenues collected	\$364,353.
# of Site Plan Projects approved	16
Total Sq Ft for Commercial approved	556,954
S.F. Total Sq Ft of Industrial approved	494,486 S.F.
# of units for Residential approved	1,294 D.U.

List of Projects:

Spirit Air Lines Headquarters and Training Center	500,000 S.F.
Liberty 595 (redevelopment of the City of Ft. Lauderdale’s sludge plant)	321,120S.F.
Avengers (redevelopment of an old mobile home neighborhood)	153,866 S.F.
Avery Residential B Bldg @ Dania Pointe	336 D.U.
Calm Mixed Use on East Dania Beach Blvd	381 D.U.
Asi Cymble (Bryan Road Mixed Use project	302 D.U.
DB 54 (Sheridan House)	275 D.U.





FINANCE & IT

FINANCE & IT

Finance facilitated a balanced FY2020 General Fund budget under difficult conditions: Amended **2019 budget \$57.7 million vs. Adopted 2020 budget \$57.3 million, reduction of approximately \$350k.**

Completed FY2019 audit and issued CAFR on time: **General Fund total fund balance increased by \$2.4 million**

Results of FY2019 Utility Enterprise Fund fiscal operations included increase in Water Fund **(\$943k)**, Sewer Fund **(\$1.9 million)**, and Stormwater Fund **(\$585k)**.

Information Technology initiatives include planned division restructuring, disaster recovery measures such as hosting New World ERP in the cloud, transitioning to Office365 hosted email, Zerto backup-disaster-recovery software to allow seamless recovery from a data loss event.

Established accounts with several local banks and investment pools to diversify City reserves in order to minimize the City's exposure to concentration risk.

Hired the **City's First Ever Procurement Administrator** to modernize City bidding and purchasing tasks, and facilitate purchasing needs of all departments **as well as preventing issues associated with OIG.**

Implemented eSupplier portal for vendor online self-service providing City vendors with access to the status of invoices, payments, and updates to their vendor information.

Completed Phase 1 Finance Department office renovation in the Utilities Customer Service area **fostering a teamwork environment**, while **creating a more professional and engaging atmosphere for the public.**

Procured Utility Payment kiosks for inside/outside City Hall, **providing customers an efficient self-service option** for contactless payments 24/7; installation Summer 2020.

Provided significant **assistance to HR in the Compensation/Classification study** and implementation of recommendations

Continued facilitating **recovery of approximately \$2.5 million from FEMA** including Hurricanes Irma and Dorian; **potential for additional \$1 million recovery of beach erosion** mitigation funds.

Procured **ClearGov Budget Book software** to modernize the budget book format and apply for GFOA budget award

Continued implementation of Laserfiche document management system, go-live Summer 2020





GRANTS & CIP

GRANTS & CIP

Grants Awarded

FEMA Hazard Mitigation Grant Program (HMGP) – City Hal Wind Retrofit and Generator Project - **\$1,800,000 Million**

FEMA HMGP – Police Generator Project - **\$198,000**

FEMA HMGP – Fire Station No. 1 Wind Resiliency and Generator Project - **\$812,850**

FEMA HMGP - Lift Station Replacement Pumps and Generators Project - **\$2,782,789**

Community Development Block Grant Years 43 & 44 - **\$326,155**

Community Development Block Grant Year 45 – **\$172,549**

Walmart Community Grant - **\$3,000**

TOTAL GRANTS AWARDED: \$6,095,343

Grants Initiated

Community Development Block Grant Year 46 - **\$179,319**

FEMA HMGP – Southeast Stormwater Global Match Project - **\$1,865,920**

Florida Recreation Development Assistance Program - **\$200,000**

Department of Justice Coronavirus Emergency Supplemental Funding - **\$45,700**

D.O.J. COPS Hiring Grant \$375,000 Coastal Partnership Initiative - **\$30,000**

Transportation Surtax Funding (TSF) Southeast Stormwater Project Design Phase - **\$480,000**

TSF West Dania Beach Blvd Bridge – Design Phase - **\$865,440**

TSF SW 47 Terrace Drainage Project – Construction Phase - **\$2,200,000**

TSF Road Paving Project - **\$250,000**

TOTAL GRANTS PENDING AWARD: \$6,491,379





HUMAN RESOURCES

HUMAN RESOURCES

A comprehensive and first-time City Telework policy and Home-Based Work Agreement was developed and successfully implemented. The new policy responded to the COVID-19 pandemic by addressing the reduction in transmission among employees while also maintaining healthy business operations for the City. **Fifty-eight (58) employees participated in Telework.** The policy included guidelines for employee home schedules, computer equipment and data protection.

HR provided a City-wide **comprehensive communication response to COVID-19** for employees that included, **policy creation for employee leaves under the Families First Coronavirus Act**, Emergency pay supplements for essential employees, training through the risk platform, Target Solutions was expanded to include multiple modules on COVID 19, as well as making this **training available to all full-time and part-time employees**, maintained ongoing health and wellness communications for employees that included telemedicine, EAP and other resources, and a Return to Safe workplace procedure was put in place.

PPE Supply in Stock.

Item	Amount
Surgical masks	2600
N95 masks	560
Gloves	1300 sets
Hand Sanitizer	30 gallons
Bottles of hand sanitizer	50
No-touch Thermometers	20
PPE Signs	50

The City **successfully negotiated and ratified three-year Agreement with AFSCME**, the City's bargaining unit through September 30, 2022. Employees whose classifications are covered by the bargaining unit, **(55% of all employees) voted as a strong majority in favor of the new Agreement.**

Between 4/2019- 5/2020, the **City filled 24 positions and promoted 19 employees**, plus an additional 8 summer camp employees and 6 part-time and on-call lifeguards.

Key positions that were/will be filled include:

Assistant City Manager, Finance Director, HR & Risk Management Director, Assistant City Attorney, Public Services Director, Procurement Administrator, Community Development Director, Community Development Assistant Director, Deputy Director – Public Services, and Planning and Zoning Manager

Started implementation of a comprehensive benefits platform that will combine the City's multiple benefit providers and allow for streamlining of services to employees and retirees at no cost to the City. This platform will also allow the City to participate in electronic open-enrollment.

Implementing an **RFP for medical insurance** that will explore multiple creative options to reduce health care costs for the City and employees.

Policy Handbook was developed to replace outdated Civil Service Rules and is pending final review and implementation.

Classification and Compensation Study was conducted City-wide to review salary structures and job descriptions.





PARKS AND RECREATION

PARKS AND RECREATION

- During COVID-19, The **Parks Team** collaborated with **Bishop Scott, from St. Ruth Baptist Church, The United Way, PDQ Restaurant and Broward County Schools**, to provide breakfast and lunch for the first week that the Broward County Schools were closed, at no cost to our City.
- We successfully implemented online registration, Rec Desk software into our parks (**Parks are now cashless**)
- We **partnered with the Miami Dolphins**, our kids were able to attend a professional football game and have an on the field experience.
- We **partnered with Olsen Middle School**, our kids were able to practice basketball in a gymnasium, and this helped our program, especially on rainy days. We **partnered with the Florida Panther**, our kids attended a professional hockey game, and for most of them, this was the first time seeing hockey.
- In celebration of commemorating the City of Dania Beach being a “Certified City for Pets,” **we refurbished our Dog Park at PJ Meli and reopened the park on March 4, 2020.**

INTERNAL STAFF PROMOTIONS

These internal promotions build morale and raise the bar on services to our community.

Anthony Ifedi	Athletic Director to Recreation Superintendent
Kayla Gardner	Recreation Assistant to Recreation Coordinator
Darius Greene	Part time Recreation Assistant to a full time Assistant Recreation

- We successfully hosted our **first ever Menorah Lighting** event at City Hall while at the same time enhancing our **Christmas Tree Lighting**.
- We created our first ever **Winter and Spring Camps**.
- We successfully **created our first Parks Master Plan**, which was adopted by Commission.
- We **added two new 15-passenger vans**.
- We successfully **added a door in IT Parker Center**, now our seniors can get to their supplies without going through the men’s restroom.
- We adopted an **annual electrical inspection program for our pools**.
- We **installed ADA safety accessible doors at CW Thomas Park**.
- We **added Pickleball to the Tennis Courts** at Frost Park.
- We **completed the Marina Dredging Project**, boaters now have the opportunity to dock at our Marina day docks and enjoy our beach and restaurant.







PIO / COMMUNICATIONS

PIO / COMMUNICATIONS

In the last 12 months, **Facebook followers reached 5,088 from 3,000, this is over a 69% increase** in number of followers of the City Facebook page.

COVID-19

Strong Social Media Presence to support and inform our residents, businesses and visitors on all new orders. Up-to-date **website** initiative including **Alert Button and Reopening Dania Beach**, as well as red buttons on the sidebar of every departments pages and Covid Graphic to facilitate the important information from every point of entry. Created **print material and film/edit videos** associated with **Emergency Orders** and safety precautions. This information has been key to **keeping our COVID-19 cases one of the lowest in South Florida**.

Census 2020 - Everyone Counts in Dania Beach Campaign

Aggressive ongoing campaign to make sure Dania Beach gets a high response rate.

Created:

- Bus benches advertising of Census 2020
- Commission Meetings TV screensaver
- Multiple print material production, distribution, videos, advertisement on Dania Press, slides on TV channel 78, Youtube videos.

CodeRED

The **City of Dania Beach significantly increased the use of CodeRED** to send EMERGENCY notifications by phone, email and text to keep citizens informed of emergencies such as evacuation notices, utility outages, water main breaks, fire or floods, and other emergency situations. Recently, CodeRED has become recognized as a great tool to also include **key information to our residents, such as Sand Distribution and Food Distribution and to promote the Census 2020**.

Food Distribution

Created event flyer, marketing materials, social media presence, Facebook Live videos as well as an edited event video. These videos and posts were shared on YouTube, social media, the website and TV channel 78.

Continue to expand our reach on social media and request new visitors to follow and like our social media pages, use boosts on special posts to generate new interest, increase and expand the City's reach as Facebook is becoming an important and essential means of communication, even during exceptional times such as the Covid19 pandemic or Hurricanes.

City Proclamations / Awards

The City has upgraded the **appearance of Proclamations and Awards distributed at Commission meetings**. The new Proclamations and Awards have been greatly enhanced visually, are framed and can be delivered to their recipients with pride. The **Keys to the City** have also been greatly improved.

Certified Better Cities for Pets

This year, **Dania Beach is a proud Certified Better Cities for Pets**. The PIO was the liaison between the City's departments and Better Cities for Pets to deliver a successful Assessment and become officially certified.

Daily updates of website and social media (24-48 hours). Photos are changed regularly to keep a



fresh and new look, new brochures and documents are added or updated to fit the latest technologies.

The City webpages are created with a strong **understanding of today's Search Engine Optimization strategies** and techniques making **easier for residents to locate**.

This year, PIO went from using digital equipment that was very heavy, not easy to carry or accessible, for both photography and videography to being able to produce **very high quality photos and videos** from the iPhone 11 pro (very light and mobile).

Created marketing materials (print and social media) and photo/videos for the following special events/initiatives:

- **Dania Beach's 115th Year Anniversary**
- **Historical Mayors Frame (restored photos and designed wood frame)**
- **Dania Beach Entrance Sign**
- **Human Resources Material**
- **Beach Sand Nourishment**
- **Cemetery Unveiling**
- **Hurricane Expo**
- **Hurricane Dorian**
- **Sand Distribution** (graphics, website, social media, photos, print material, covered)
- **Beach Cleanup**
- **Holiday Tree Lighting**
- **Grand Menorah Lighting**
- **Port Everglades - Luncheon**
- **Martin Luther King Parade**
- **Fall Festival**
- **Dania Beach Dolphins & Cheerleaders**







DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Celebrating
115
1904 2019
YEARS OF OUR RICH HISTORY

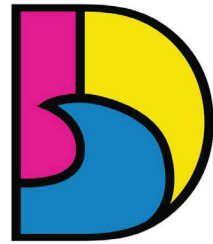
Join us at this
Historical Sunday Birthday Brunch
Sunday, January 12, 2020
at Tropical Acres Steakhouse
2500 Griffin Road at 11 a.m.

daniabeach115.com





Better **CITIES** for **pets**[™]
A MARS PETCARE PROGRAM



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PUBLIC SERVICES

PUBLIC SERVICES

FACILITIES DIVISION

City Hall

Completed mold assessment and remediation at City Hall (west wing).

Replaced three doors on first and second floor at City Hall **augmenting security and safety.**

Refurbished Commission Chamber, Lobby and Finance work spaces, including kitchen area, doors, flooring and patio area.

Implemented a proactive inspection program for all City facilities, Parks, community centers and City Hall.

BSO – Police

Replaced 2 HVAC units and repaired roof resulting in a safer/cost efficient building.

Parks and Recreation facilities

Replaced 4 swimming pool heaters – CW Thomas Park

Replaced 2 A/C units – CW Thomas Park

Interior modifications/improvements at IT Parker, including new access door and shelving

All playing field lights repaired

Other

Demolition of the two unsafe buildings on the Boisey Waiters property – projected in June 2020

Repaired approximately **350 solar lights** citywide

Initiated the **first transit operations analysis conducted since the inception** of the city's fixed route circulator bus service. The overall aim is to increase ridership by improving route effectiveness, connectivity, enhancing vehicles and its amenities. Expected completion (delayed due to the COVID-19 pandemic) is in June 2020.

LANDSCAPING DIVISION

City Hall landscaping refurbished.

Fronton Boulevard median fully refurbished with new ground cover and trees; irrigation revamped.

Refurbished planters and landscaping at each parking area.

Beach barrier dunes: installed 2,000 sea oats to improve resiliency

Hurricane Preparedness:

Both in 2019 and 2020 **completed citywide tree trimming (over 400 palms and trees)** ahead of the June 1st start of season

Initiated early stormdrain system **cleaning 800 stormdrains citywide**

STREETS DIVISION

Nearly **4.5 miles of roadway resurfaced**, over three times the amount of the prior year (in previous years primarily 'microsurfacing' layering was used)

Repaired drain at beach parking lot to address King tides incidences in combination with high wind and surf conditions.

Completed a citywide roadway condition assessment that was used to schedule current FY resurfacing work, plan for budget allocation, and submittal to Broward County's Municipal Surtax



funding.

Installed new roadway striping and two speed tables on SW 54th Court

Initiated a citywide speed hump assessment to gradually address 45 non-compliant humps

General street maintenance:

Over 45 potholes repaired along with **40 larger asphalt patches**

Restored perimeter asphalt on close to **20 drain inlets**.

a. **230 signs repaired or replaced**

b. **Installed nearly 30 solar lights as part of CDGB project.**

Completed citywide street lighting assessment which will guide a phased CIP multi-year lighting plan

SOLID WASTE DIVISION

Implemented fast debris pile collection operation with in-house staff in preparation for **Hurricane Dorian (August 2019)**

1. Implemented one extra bulk waste collection service in May 2020 to address Covid-19 related extra waste disposal demand, as well as promote hurricane season vegetation disposal.

2. Collected over 60 bulk trash piles and provided approximately 220 garbage cart replacements.

UTILITIES

Water

Developed approach to replace a 65 year old water main on NE 2nd Avenue; project at nearing bidding stage (\$1.3M)

Effectively maintained our citywide water distribution system by performing 20 water line repairs (ranging from 2-inch to large 12-inch main lines)

Replaced or repaired over 50 residential service lines; cleared over 20 service lines.

Installed over 30 water meters

Replaced 15 fire hydrants

Sanitary Sewer

Cleared over 50 sewer backups

Repaired nearly 20 sewer lines

Rehabilitated an important sanitary lift station (#7) which serves approximately 5,000 residents.

Installed 6 new lift station pumps to maintain our system up to date and reliable.

Progressed on important lift station rehabilitations for units #5 and #10, which service 5,000 residents and commercial establishments, respectively.

Stormwater

Re-started the long-delayed SE Drainage Project (\$9M) and have taken it to the point of design finalization for a design-build process to begin in late fall 2020.

Refurbished 12" Stormwater pump (SE 7th St and SE 5th Ave)

Installed French Drain System (NW 8th Ave and NW 1st St)



Raised over 10 low elevation drains

Cleaned all city water ways (boat)

Cleaned 150+ Drains

Substantial completion of Avon Community drainage improvements – projected for June 2020

Major **progress made on Dania Cove drainage improvement** – project at design stage with expected completion in October/November 2020

Water Treatment Plant

Purchased and installed a **new lime slaker** – this state-of-the-art unit replaced our old one which was almost 25 years old.

Installed a **new nanofiltration concentrate discharge line**; done for the first time in almost 10 years.

Installed **new “clearwell” manhole entry hatch**, required by the Health Department.

Installed **new pressure valve system** – with 10 years of use the old valve was damaged and created a leak from the constant pressure of the water.

Awarded American Water Landmark status favorable review of its nomination by the AWWA Water Landmarks Award Committee.

Beach Facilities Improvements

Quarterdeck Restaurant

A full repair of the elevator, which had been inoperative for over 18 months, was completed, with certification to follow in the coming two weeks.

A protective wall was installed to prevent harmful saltwater intrusion into the elevator cavity.

The **roof soffit** is in the process of being repaired, with a projected completion in the first part of June 2020.

Pier

Over 500 wood deck planks were replaced.

The fire alarm annunciation system was fully replaced tested.

Turtle compliant lights were installed.

The exterior electrical panel and associated wiring was replaced.

A full pier condition assessment was completed by a consultant specializing in these structures.

Such a study had not been previously performed, and it's results will help guide the required repairs that will be part of a multi-year CIP plan.

Parking Lots and Restrooms

Many components of the parking lot facility were refurbished, including:

- **Signage**
- **Asphalt pavement: sealcoating (large sections of lot) and stripping.**
- **New curb paint throughout**
- **New Sand dune wood barriers:** replaced or added along west edge of dune.

Removed badly deteriorated light posts to eliminate a potential safety hazard

The marina public restrooms was initiated in mid-May 2020 with expected completion by early September



INTERNAL STAFF PROMOTIONS

A number of important promotions from within were implemented during the year greatly lifting morale and enhancing operations/service delivery.

Utilities

Darren Greene	Utilities Mechanic 3 to Utilities Manager 3
Willis Washington	Utilities Mechanic 2 to Service Worker 3 (Sewer)
Marlon Zapata	Maintenance Worker 3 (Landscape) to Service Worker 2 (Water)
Donaldo Manzano	Maintenance Worker 1 (Streets) to Service Worker 2 (Water)

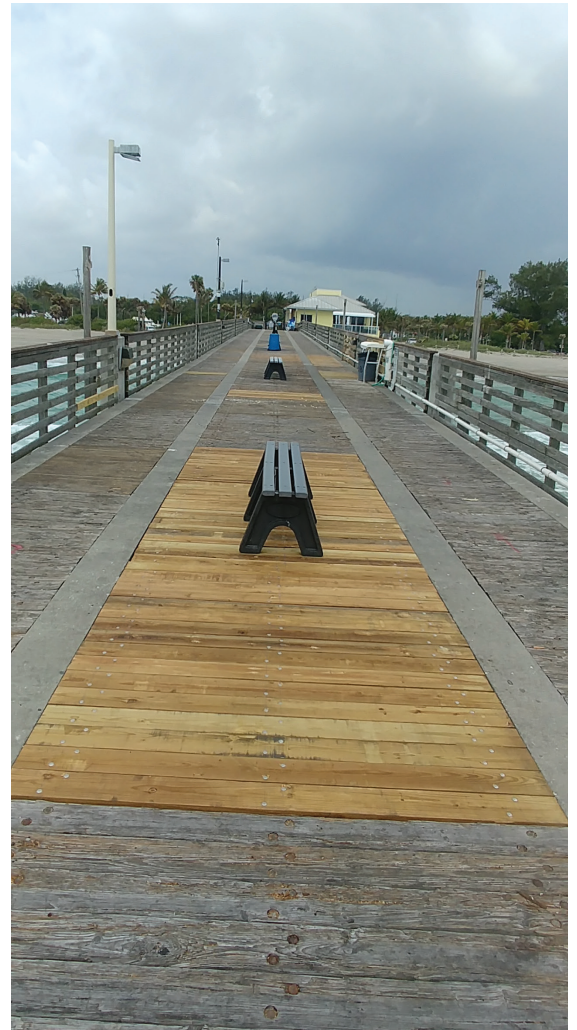
Streets & Solid Waste

Corry Taylor	Solid Waste Manager to Manager III, Streets and Solid Waste
Gregory McNeal	Equipment Operator I to Equipment Operator III
Murray Steiner	Equipment Operator III to a Streets Supervisor

Facilities and Landscaping

Carl Kallicharan	Landscape Manager to Manager III, Facilities and Landscaping
Gabriel Martinez	Landscape Maintenance II to a Crew Leader







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CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

MEMORANDUM

Date: June 9, 2020

To: Mayor Lori Lewellen
Vice Mayor Lauren Odman
Commissioner Chickie Brandimarte
Commissioner Bill Harris
Commissioner Tamara James

From: Ana M. Garcia, ICMA-CM, City Manager

Subject: City Manager's One-Year Review

At this time, I would like to defer the consideration of any merit increase for a later time given the unprecedented and challenging financial situation we are facing associated with Covid19. While I believe I have earned a merit increase, I want to be confident of our fiscal position first and foremost.

At this time, we are in the midst of crafting our proposed budget for 2021, and I don't have the full clarity that I need to recommend anything that is not of the highest priority and/or associated with our core services and the standard of service delivery we all want for our Dania Beach Community. Once I have the full picture of our financial situation, we can revisit the aforementioned.

I am grateful for your support, acknowledgement, and recognition of my/our efforts and what has been accomplished in the past 15 months that I have been at the helm as your City Manager. I would be remiss if I did not mention the numerous calls, emails and texts I have received from our residents, business leaders, local clergy and members of our City "Team"; their expressions of gratitude means the world to me.

I look forward to continuing to serve as your City Manager and together taking our beloved Dania Beach to new heights!

Respectfully,

Ana M. Garcia, ICMA-CM
City Manager, Dania Beach

COMPLETE COUNT ADVISORY COMMITTEE MEMBERSHIP

Thursday, May 28, 2020

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Charlotte Sloboda 2905 Lakeshore Drive Dania Beach, FL 33312 954-559-5473 csloboda@bellsouth.net	September 10, 2019	July 30, 2019 through October 31, 2020	Lewellen
Bishop G. Emerson Scott St. Ruth Missionary Baptist Church 145 NW 5th Avenue Dania Beach, FL 33004 954-922-2529 garyescott@me.com	February 25, 2020	July 30, 2019 through October 31, 2020	Lewellen
Sherica Brown 405 South Federal Highway Dania Beach, FL 33004 240-778-7280 Alt. 240-778-7280 shazzamautospa@gmail.com	November 12, 2019	July 30, 2019 through October 31, 2020	Odman
			Odman
			Brandimarte
			Brandimarte
Mia Kelava 3901 SW 54th Street Dania Beach, FL 33312 954-702-7404 miakelava@outlook.com	April 28, 2020	July 30, 2019 through October 31, 2020	Harris
			Harris
Jeffery Roberson 106 SW 5 th Court Dania Beach, FL 33004 754-304-3661 Alt. 954-674-1082 Jroberson58@gmail.com	October 7, 2019	July 30, 2019 through October 31, 2020	James

**COMPLETE COUNT ADVISORY COMMITTEE
MEMBERSHIP**

Thursday, May 28, 2020

Daniel Sohn 4902 SW 31st Terrace Dania Beach, FL 33312 954-243-4705 danielsohn365@gmail.com	May 26, 2020	July 30, 2019 through October 31, 2020	James
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CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP

Tuesday, February 18, 2020

Name/Address Phone Number	Date Appointed	Term	Appointment
Henriette Kitte Arnold 101 SE 3 rd Avenue, #504 Dania Beach, FL 33004 954.303.3498 hkitte@aol.com	January 10, 2017	November 2016 through November 2020	Brandimarte
		November 2016 through November 2020	Harris
Lilli Schipper 716 SE 3 rd Court Dania Beach, FL 33004 954-347-7402 lilli@lillirachel.com	January 14, 2020	November 2018 through November 2022	Lewellen
Roseprimevere Jacques 501 E Dania Beach Boulevard, 3J Dania Beach, FL 33004 954.261.4325 jroseprimevere@gmail.com	September 23, 2019	November 2018 through November 2022	Odman
Heather Holmes 43 SE 12 th Street Dania Beach, FL 33004 754.802.4217 JohnHeatherHolmes@gmail.com	December 10, 2019	November 2016 through November 2020	James
			Ad Hoc Committee
			Ad Hoc Committee

CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP

Tuesday, February 18, 2020

Name/Address Phone Number	Date Appointed	Term	Appointment
Laura Lombardo 1401 NW 10 th Street, Apt. South Dania Beach, FL 33004 954.258.1985 Laurarosey17@gmail.com	February 16, 2019	February 16, 2019 through February 16, 2021	Ad Hoc Committee
Sandy Goldberg 421 SE 10th Street, #105 A Dania Beach, FL 33004 954.290.3909 flygirlphoto@aol.com	March 20, 2018	March 20, 2018 through March 20, 2020	Ad Hoc Committee
Linda Wilson 1547 Adams Street Hollywood, FL 33020 954.929.8712 lb_wilson@bellsouth.net	May 16, 2017	May 16, 2017 through May 16, 2019	Ad Hoc Committee
Tony Walsh 235 SE 9 th Street Dania Beach, FL 33004 904.252.1118 TWalshArts@aol.com	February 16, 2019	February 16, 2019 through February 16, 2021	Ad Hoc Committee
Rose Lizana Dania Beach Press P.O. Box 128 Dania Beach, FL 33004 954.925.4227 daniapress@aol.com	July 16, 2012 July 16, 2013	July 16, 2013 through July 16, 2014	Associate Member 1 Year Term
Executive Director of the Dania Beach Chamber of Commerce Randie Shane P.O. Box 1017 Dania Beach, FL 33004 954.926.2323 rshane@daniabeachchamber.org	NA	NA	Associate Member

CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP

Tuesday, February 18, 2020

Name/Address Phone Number	Date Appointed	Term	Appointment
President of the Dania Beach Paul DeMaio Friends of the Library Linda Wilson	NA	NA	Associate Member
President of the Dania Beach Tourism Council Joe Van Eron 1500 S.W. Second Ave. Dania Beach, FL 33004-4209 954.925.6935 Cell: 954.383.5548 info@visitdaniabeach.com	NA	NA	Associate Member
Dania Beach Improvement Committee Representative Patricia Hart 954.922.8179 Cell: 954.895.8179 pbubbahart@bellsouth.net	NA	NA	Associate Member
Director of the City Parks and Recreation Department Eric Brown, Director 100 W. Dania Beach Blvd. Dania Beach, FL 33004 954.924.6800 x3730 ebrown@daniabeachfl.gov	NA	NA	Associate Member
City of Dania Beach CRA Economic Development Manager Deandre Spradley 100 W. Dania Beach Blvd. Dania Beach, FL 33004 954.924.6801 x3667 dspradley@daniabeachfl.gov	NA	NA	Associate Member
Don Mizell 187 NE 6 Ct. Dania Beach, FL 33004 310.343.3547 dmaceco@gmail.com	February 2013	NA	Honorary Member

**CREATIVE ARTS COUNCIL ADVISORY BOARD
MEMBERSHIP**

Tuesday, February 18, 2020

Name/Address Phone Number	Date Appointed	Term	Appointment
Carolyn Jones 722 SW 3 rd Street P.O. Box 1242 Dania Beach, FL 33004 954.920.0727 Cj2002@bellsouth.net	March 2016	NA	Honorary Member

GENERAL EMPLOYEES PENSION BOARD
MEMBERSHIP
Friday, May 15, 2020

Name/Address Phone Number	Date Appointed	Term	Position
		June 22, 2020 through June 22, 2022	Commission Appointment
Luis G. Rimoli 902 Natures Cove Road Dania Beach, FL 33004 954-927-7161 954-478-0653 luis@stagedrightevents.com	February 26, 2019	March 22, 2019 through March 22, 2021	Commission Appointment
Adam Segal City of Dania Beach 100 W. Dania Beach Boulevard Dania Beach, FL 33309 954-924-6800 x 3620 asegal@daniabeachfl.gov	May 23, 2017	Open	Commission Appointment (Finance Director or Designee)
Leo Williams 8761 NW 10 th Street Pembroke Pines, FL 33024 954-651-5031 leosupt@aol.com	May 2, 2018	June 21, 2018 through June 21, 2021	Employee Elected
Corinne Lajoie, Chair 3546 Coco Lake Drive Coconut Creek, FL 33073 954-651-5016 954-924-6805 x3704 corichurch.lajoie@gmail.com	August 14, 2019	June 21, 2019 through June 21, 2022	Employee Elected

**GREEN ADVISORY BOARD
MEMBERSHIP
Wednesday, January 15, 2020**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
		November 2018 through November 2022	Odman
Alexandra Hiley 1450 SE 3rd Avenue, Apt. 303 Dania Beach, FL 33004 603-769-0824 alexandrahiley@gmail.com	June 25, 2019	November 2018 through November 2020	Brandimarte
Alexis Guillen 4410 SW 26 th Avenue Dania Beach, FL 33312 305-804-3309 alexis.guillen@miaminewtimes.com	January 22, 2019	November 2018 through November 2020	James
Patricia Chukerman 545 SE 4 th Court Dania Beach, FL 33004 954-552-9996 (C) 954-929-8289 (H) bykermom@me.com	November 21, 2016	November 2016 through November 2020	Harris
Laura Lombardo 1401 NW 10 th Street, Apt. South Dania Beach, FL 33004 954-258-1985 Laurarosey17@gmail.com	January 14, 2020	November 2018 through November 2022	Lewellen
David Simonetta 908 E Las Olas Boulevard Fort Lauderdale, FL 33301 954-837-3090 davidjsimonetta@gmail.com	January 8, 2019	November 2018 through November 2020	Ad Hoc (James)

POLICE & FIRE PENSION BOARD
MEMBERSHIP – 4 Year Terms
Tuesday, January 14, 2020

Name/Address Phone Number	Date Appointed	Term	Position
Carolyn Jones 722 SW 3 rd Street Dania Beach, FL 33004 954-920-0727 Home 754-323-3033 Work	April 15, 2019	March 2019 through March 2023	9 th Member Selected by Board Secretary
David Nuby, Jr. 401 SW 12 Avenue P.O. Box 1214 Dania Beach, FL 33004 954-275-2579 754-321-2320 Work davidnuby@aol.com	February 26, 2019	March 2019 through March 2023	Commission Appointment
Rae Sandler 1433 Argonaut Isle Dania Beach, FL 33004 954-649-0396 raesandler@bellsouth.net	February 26, 2019	March 2019 through March 2023	Commission Appointment
Dean Harley 606 NW 8 Street Dania Beach, FL 33004 513-652-5140 धारleyoh@gmail.com	February 26, 2019	March 2019 through March 2023	Commission Appointment
		March 2019 through March 2023	Commission Appointment
Todd Lleras 8001 NW 125 Terrace Parkland, FL 33076 954-274-8333 Cell 954-775-0769 Home tladeras@gmail.com	April 15, 2019	March 2019 through March 2023	Fire Department Employee

POLICE & FIRE PENSION BOARD
MEMBERSHIP – 4 Year Terms
Tuesday, January 14, 2020

Name/Address Phone Number	Date Appointed	Term	Position
Todd Neal, Vice Chairman 500 SW Siesta Way Stuart, FL 34994 772-341-4704 Cell tneal44@gmail.com	April 15, 2019	March 2019 through March 2023	Fire Department Employee
Larry Rogers, Chairman 317 SE 5th Street Dania Beach, FL 33304 954-393-9061	April 15, 2019	March 2019 through March 2023	BSO & Dania Beach Employee Retiree
Richard Tarrant 9213 Arborwood Circle Davie, FL 33328 Rich.Tarrant@comcast.com	April 15, 2019	March 2019 through March 2023	Police Department Retiree



CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

MEMORANDUM

Date: June 9, 2020

To: Mayor Lori Lewellen
Vice Mayor Lauren Odman
Commissioner Chickie Brandimarte
Commissioner Bill Harris
Commissioner Tamara James

From: Ana M. Garcia, ICMA-CM, City Manager

Subject: Manager's Report

The city team has been very busy the last two weeks preparing for the re-opening of businesses and our city beach/pier. Our Code Compliance and Parking team continues to work seven (7) days a week enforcing emergency orders issued and educating residents, businesses and visitors of our great city on the rules and regulations concerning these emergency orders. Public safety continues to be our number one priority and is paramount. All of our city employees have personal protective equipment (PPE) and our Human Resources Department is fully stocked in case anyone needs anything.

I want to thank you all for your participation in the "I Love Local" Dania Beach edition videos. This is a wonderful and beneficial endeavor. I received multiple kudos and wanted to share with you.

We are very excited to inform you that we have filled the position of Planning and Zoning Manager in the Community Development Department with Richard Lorber. Mr. Lorber has over 20 years of experience in Planning and Zoning Departments at various agencies and has held positons of Principal Planner, Senior Planner, Planning and Zoning Manager, Planning Director and Community Development Director. Mr. Lorber is very excited about this opportunity with the City and is ready to start June 8, pending background and medical.

Additionally, we made an offer to Dincer Ozaydin for the Deputy Director of Public Services Department and he accepted the offer. Mr. Ozaydin is coming to us from the City of North Miami, where he is a City Engineer. Prior to that, he worked in the City of Oakland Park as a Project Manager/Assistant to the City Engineer, and he worked at Broward County as an Engineer Assistant II/Assistant Chief Engineer. Prior to public service, he worked in the private sector. Mr. Ozaydin has an anticipated start date of June 29, pending background and medical.

Our Human Resources team conducted a survey of other agencies to ensure best practices in regards to visitors coming to city facilities. These best practices will be in place once City Hall reopens. A "Return to Work" procedure was created in accordance with CDC policies in anticipation of employees returning to work. The procedure focuses on the following:

- a) Reducing transmission among employees and
- b) Maintaining healthy business operations.

Additionally, in order to enhance employee workplace safety, our Human Resources Director Linda Gonzalez researched acrylic wellness barriers to install at City Hall. Director Gonzalez conducted a walkthrough of City Hall, Public Services and the Commission Chamber. The acrylic barriers offer the following safety measures:

- Can reduce the spread of COVID-19 for residents, employees and visitors.
- Can reduce any unnecessary contact and enforce spacing requirements by providing contact points between employees and visitors with a physical barrier.

As you may already have noticed, additional signage regarding social distancing, facial covering and general COVID-19 safety was posted throughout City Hall, Parks, and Public Services.

At the current moment, we are still waiting on county recommendation/confirmation of any summer camp plan. If we are able to provide a safe summer camp, we would provide a four (4) week camp commencing the Monday, after 4th of July. We would have four (4) tentative locations: City Hall, CW Thomas, PJ Meli and Frost Park. This is subject to adjustment.

While many businesses have reopened, some unfortunately have not been able to do so. We will continue to support all our businesses in any way possible. We participated in a conference call that included a representative from the Department of Business and Professional Regulation, State of Florida, Broward County and our City Attorney, Assistant City Attorney and Assistant City Manager in reference to the reopening of The Dania Beach Casino. Arnaldo Suarez, who is the CEO of the Dania Beach Casino, was also on the call and previously presented a plan to reopen the casino to Broward County Administrator Bertha Henry who participated on this call. Administrator Henry has not fully reviewed the casino's plan and needed additional time. Mr. Suarez presented an overview of the plan to reopen The Dania Beach Casino as follows:

- Casino will implement CDC guidelines for social distancing
- Casino will implement best industry practices to keep customers and employees safe
- Casino will install a thermal camera at the casino entrance to capture customers and employees temperature
- Casino has purchased and installed sanitizers throughout the casino
- Customers and employees will be required to wear facial covering and gloves at all times
- Age to enter casino was increased to 21 years old to reduce number of customers inside casino
- Main floor of casino will only have available 50% of slot machines (only 358 of 759 slot machines will be operable to use)
- Second floor of casino will not be open in Phase I reopening
- Small grab and go restaurant on first floor will be open
- Employee lounge/break room will be setup for social distancing

- Casino administrative staff will be teleworking to reduce employees at casino
- Acrylic barriers will be installed in certain areas of casino to protect public health

Our Public Services team has been preparing for Hurricane Season for the last month. They contacted and discussed a game plan with our contracted debris management company and both debris-hauling firms we have in place. A checklist of supplies for the emergency operation center was reviewed and fully stocked. These supplies and equipment will be for the preparation/during storm/post-storm phases of a hurricane. Additionally, trees have been trimmed and coconuts removed from palm trees citywide.

The annual water line flushing program began Saturday, May 30, and is scheduled to end on June 21. During this three (3) week period, the water plant will conduct its "super-chlorination" process, which serves to scour our water pipes and remove loose sediment, thereby maintaining a high level of water quality.

The City received the June 1 taxable values report (report attached) from the Broward County Property Appraiser's office. While the City has seen significant development in the past several years, the gross increase in value is only 3.2%. A major reason why the increase was not higher is due to a significant reduction in Tangible Personal Property (TPP). This is directly related to the FPL project out west. There is an \$888 million investment proposed and as of January 1, 2020, the existing TPP and structures were decommissioned and removed from the tax roll. The City will work to refine budget requests and explore all options in order to propose a balanced budget, with little or no use of fund balance, despite the many challenges.



CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

MEMORANDUM

Date: May 29, 2020

To: Mayor Lori Lewellen
Vice Mayor Lauren Odman
Commissioner Chickie Brandimarte
Commissioner Bill Harris
Commissioner Tamara James

From: Ana M. Garcia, ICMA-CM, City Manager

Subject: City Center Negotiation Team Update

In the fall of 2019 per your directive, we took on an assignment to assess and negotiate the proposed City Center project. We assembled an outstanding team of attorneys, planners, financial experts, CRA members, Assistant City Manager and myself. Several of us have had extensive experience successfully negotiating private-public partnerships. I am proud to say that no stone was left unturned in regards to due diligence and ensuring if we recommended a deal to you it would be absolutely the best deal/project for our City. We took everything into consideration including the charrette of 2018.

At times throughout the negotiation process we believed to be close, yet we took a deeper dive and countered with a better deal for the City, or inquired on specifics, after all that was the intent and our responsibility.

Ultimately the negotiation has come to an end at this time. It is the unanimous decision by the team and the Capital Group that, as a result of COVID-19 uncertainty and the overall financial climate associated with COVID-19, the City Center Project should not proceed and the RFP should be terminated.

Whereas there are times when I/ we could have taken a calculated risk; without a shadow of a doubt, this is not the time.

Financial Challenges

As the COVID-19 pandemic continues to unfold, the Finance Department is assessing the impact on all facets of the City's operations. The City Center P3 project and negotiations with Capital Group P3 (CGP3) have been on hold since the City shifted to a telework environment, and there is now a real and direct impact of Covid-19 on the economy at all levels – federal, state, and local. The dramatic decline in

consumer activity and spending is affecting City revenues and this impact will persist through the remainder of the current fiscal year, continuing into fiscal year 2020-21. While it is expected that current social distancing and mitigation orders will be further relaxed during the coming weeks and months, experts are advising that the economy will not instantly recover, and there will be long-term effects that may take years to reverse. The City of Dania Beach is not immune to the economic fallout.

The safer-at-home orders and closure of non-essential businesses have caused a dramatic decline in the consumption of fuel and utilities, along with a sharp decrease in taxable transactions. Effectively, the City will see decreased receipts of sales tax, local option gas tax, state shared revenues, electricity franchise fees and utility taxes, water utility taxes, and interest on reserves. The City's water and sewer utilities have seen a decrease in billed consumption since closures began in March. Additionally, building permit revenues will decline due to economic uncertainty. Lastly, we anticipate a delayed impact on real estate values, likely to affect the budget for fiscal year 2021-22.

All of the financing arrangements negotiated with CGP3 require that the City assume the risk of annual payments in excess of \$1 million for a new City Hall and Fire Station, a combined total construction cost of \$22 million. The annual payments would be a lease embedded in the public-private partnership or direct debt issued by the City. This payment was to be offset by land leases and ad valorem taxes from private development on City land. However, if private development is scaled down for any reason, the City would still be obligated to make payments on its newly constructed assets, without sufficient revenue coverage.

Further, FEMA recently awarded the City a \$1.8 million grant for hardening of the existing City Hall, providing a new roof and impact resistant windows and doors. The project deadline is August 31, 2021. Constructing a new City Hall means the City would lose the \$1.8 million award. It is unlikely the City would move forward with development of a City Center before the grant deadline, and would then forever lose this opportunity to upgrade the existing City Hall.

Therefore, it is the recommendation of the Finance Department, in consultation with the City's Financial Advisor Dunlap & Associates, that the City Center Project should not proceed and the RFP should be terminated.

Once the City and Country have recovered from the COVID-19 pandemic, there may be an opportunity to develop a City Center and to issue a new RFP at that time. The current economic and financial uncertainty are not favorable to the City leasing or financing \$22 million in new facilities, coupled with the prospect of forfeiting the \$1.8 million FEMA grant. As it stands, there is a multitude of critical matters facing the City, including public safety, infrastructure, the parks master plan and beach, and attracting and retaining a high-quality workforce.

Citywide Operations

From a citywide operation standpoint, there are several capital improvement projects (CIP) proposed for fiscal year 2020 and 2021. Most recently, at the May 26 Commission meeting, we adopted an ordinance authorizing the expenditure of over \$1 million to fund the SE 2nd Avenue Water Main Project. This

project will replace approximately 8,800 lineal feet (LF) of 8-inch cast iron water pipe with 12-inch C-900 PVC water pipe in SE 2nd Avenue and SE 7th Street.

In fiscal year 2021, we are proposing to start two important safety related projects, the Pier/Safety/Refurbishing Project (\$1.3M investment) and the Citywide Street Lighting Project (\$1.2M investment). Both of these are multi-year efforts and can be funded with a \$400,000 to \$500,000 “phase 1” commitment in fiscal year 2021. Additionally, in order for the City to continue providing a high level of service to its residents and businesses, improve responsiveness, and work quality, we are requesting to invest in a vacuum truck. This needed investment will ensure we continue to provide a high level of service affecting public health and quality of life. As more frequent and stronger storms and accompanying heavy rains threaten coastal communities, the need to address flooding from both a preparedness (cleaning drains and catch basins) and recovery perspective has become more pressing. A new vacuum truck costs approximately \$500,000; the new vacuum truck will provide a much needed responsiveness and redundancy, allowing our utility crews to work in multiple locations. A vacuum truck will also increase our crews’ drain system cleaning rate by approximately 30 percent. This new vacuum truck will replace a 2001 model year truck, which is well beyond its life-cycle period.

City Hall

Following Hurricane Irma in 2017, it was determined City Hall and current Emergency Operations Center (EOC) could not withstand a Category 3 storm. Most of City Hall building’s doors, windows and generator are in need of replacement.

In 2018, the City applied for Hazardous Mitigation Grant Program (HMGP) funding from Federal Emergency Management Agency to harden the structure against storm events. Hardening includes improvement to make the structure more resistant to strong winds and storms; replacing the doors and windows with impact glass and a new back-up generator.

The City Hall FEMA grant project is being funded through HMGP at 75%, or an amount not to exceed \$1.8 million. The FEMA funding is likely to increase to 100% upon approval of a subsequent application, SE Drainage Project (global match project). The project amount includes hard and soft costs. The city team is moving diligently in the FEMA grant process to ensure we comply with all FEMA and procurement guidelines.

BSO Fire Station

During Hurricane Irma, Fire Station No. 1 bay doors failed to operate correctly, and the generator failed. The City renovated the fire station almost 20 years ago. The roof is at the end of its useful life and the impact windows and doors do not meet the requirements for a high-velocity hurricane zone. The Fire Station FEMA grant project will allow the structure to be hardened against wind events with a new roof, windows and doors. A new replacement generator will allow BSO Fire Rescue to occupy the structure safely during and after storm events. Fire Station No. 1 houses the busiest rescue unit in Broward County. The project's budget is \$1,083,800; FEMA will fund 75% of the project and is scheduled to take

24 months to complete. The grant will pay for hard construction costs and soft design and project management costs.

BSO Police Substation

The Police substation building was renovated in 2016, including hardening the structure with wind resistant windows, doors and a new roof. Currently, the BSO substation building does not have a backup generator. The BSO Substation houses the patrol division for the City; when power is out or a Hurricane Watch is issued, the division must meet in alternative locations.

This FEMA grant project will provide a new backup generator for the building, allowing the patrol division to occupy the structure when power is down and during storms. This maintains the continuity of the patrol division and directly benefits the residents of Dania Beach.

The project is being funded through FEMA's Hazardous Mitigation Grant Program at 75%, or an amount not to exceed \$198,000. The FEMA funding is likely to increase to 100% upon approval of SE Drainage Project (global match project).

Legal Challenges Moving Forward

In addition to the above financial analysis, the City Commission should also be aware that the City is not alone in facing the impacts of COVID-19. Other cities in South Florida have announced furloughs and layoffs, and many have cancelled or delayed planned capital projects and improvements.

If the Commission decides in the not too distant future that it wishes to move forward with some form of a project on the subject property, it will likely be necessary to tailor it to take into account new and modified planning and development concepts, patterns and contours, such as modifications in spatial needs driven by the markets for residential, retail and office uses at the time. If "working from home" practices evolve, for example, that will affect how offices are planned and constructed. It is also likely that a new City charrette would first be called to invite comments from developers and the public to address changes in the planning and development communities.

Given the substantial differences between what was originally envisioned in the RFP and what would be expected in a new project, a new solicitation would be necessary. Accordingly, the City Team and Capital Group all agreed that the project as currently envisioned should not move forward and the RFP should be terminated.



CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: June 2, 2020

TO: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, Assistant City Manager

FROM: Linda Gonzalez, SPHR, SHRM-SCP – HR / Risk Management Director *LG*

RE: Human Resources and Risk Management Report

The following is a summary of Human Resources and Risk Management activities:

In response to the pandemic, Human Resources continues to take measures to ensure the safety of our employees. The City ensured compliance with the CARES Act and developed ongoing and regular communication with employees during this challenging time.

➤ Response to COVID-19

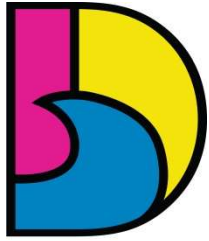
- Human Resources, in coordination with the Fire Chief and designated personal protective equipment (PPE) providers has an ample PPE supply for employees who are currently in the field and in anticipation of employees returning to City Hall.
- In order to enhance employee workplace safety measures with acrylic wellness barriers, a walkthrough of City Hall, Public Services and the Commission Chamber was conducted by Human Resources with a provider. The acrylic barriers offer the following:
 - Can reduce the spread of COVID-19 for residents, employees and visitors
 - Can reduce any unnecessary contact and enforce spacing requirements by providing contact points between employees and visitors with a physical barrier
 - The acrylic material will allow for sanitized cleaning of the barriers
- Employees were offered a class from the City's designated health coach, "Social Isolation and Mental Health Stress."
- Signage regarding social distancing, masks and general COVID-19 safety has started to be posted throughout City Hall, Parks, and Public Services. Additional signage is on order.
- Human Resources is working with the Legal Department to modify the City's 457 plan design to allow employees to take loans under the CARES Act, (in addition to withdrawals that are currently available). The plan document modifications will allow for other types of emergency loans going forward.



CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

- Human Resources conducted a survey of other agencies to ensure best practices with visitors coming to City facilities that will be put in place once City Hall reopens.
- A “Return to Work” procedure was created in accordance with CDC policies in anticipation of employees returning to work. The procedure focuses on a) Reducing transmission among employees and b) Maintaining healthy business operations.
- Key positions filled:
 - Director of Community Development
 - Assistant Director of Community Development
 - Planning and Zoning Manager
 - Eight (8) summer hires for the Recreation Department are hired and on stand-by
 - In process of making offer to Deputy Director of Public Services
- Upcoming Recruitments:
 - Equipment Operator II – Stormwater
 - Maintenance Worker II – Landscape
 - On-call Lifeguard
- Human Resources and Finance are in the implementation phase of an on-line benefits platform through our Broker, (at no cost to the City) that would allow for electronic open enrollment and hires, and combining multiple benefit platforms.
- The City, through our broker is currently out for RFP for medical insurance for employees and retirees. We anticipate having a recommendation ready by the beginning of July.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH MEMORANDUM

DATE: June 2, 2020

TO: Ana M. Garcia, City Manager, ICMA-CM

FROM: Frank DiPaolo, Finance Director

SUBJECT: Finance Department Update

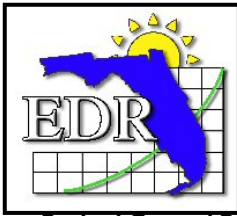
The Finance Department is making progress in the annual budget process. Departments have provided their requests and we are currently digesting all data and working toward a balanced budget, despite the financial impacts of Covid-19.

The State of Florida published its tax collection data for the month of April when virtually all non-essential business and services were closed. The State saw a decline in tax collections of \$598.2 million or 24.1 percent of the estimated collection. Much of the loss can be attributed to declines in tourism and hospitality-related industries, as well as auto sales (report attached). Covid-19 will continue to affect the City and we still have not received the revenues from the month that the shutdown began in order to truly quantify the impact.

The City received the June 1 taxable values report (report attached) from the Broward County Property Appraiser's office. While the City has seen significant development in the past several years, the gross increase in value is only 3.2%. A major reason why the increase was not higher is due to a significant reduction in Tangible Personal Property (TPP). This is directly related to the FPL project out west. There is an \$888 million investment proposed and as of January 1, 2020, the existing TPP and structures were decommissioned and removed from the tax roll. The City will work to refine budget requests and explore all options in order to propose a balanced budget, with little or no use of fund balance, despite the many challenges.

Staff are continuing to be productive in the current telework environment. We are implementing a new budget preparation module that will generate a digital budget book, compliant with all requirements of the GFOA budget award. The Procurement Team has recently implemented eSupplier, an online self-service portal for City vendors. Additionally, the City Commission approved the transition of Tyler New World Services to the cloud, and we are beginning the transition process as we speak.

Utility billing collections saw a decline in May, due to the decreased consumption of water in the commercial sector. The decline was significant, but was offset by an increase in residential consumption, due to the closure of non-essential businesses and schools. This resulted in a 7% decrease in utility billing revenues.



MONTHLY REVENUE REPORT

Office of Economic &
Demographic Research

Volume 40, Number 10
April 2020

Revised General Revenue Collections for April 2020 (Sales Tax Data Reported is Unaudited)

Near the end of Florida's 2020 Regular Session, the World Health Organization declared a Global Pandemic (March 11, 2020). The presence of Coronavirus in Florida presented its most serious threat to the sales tax forecast, especially to those taxes collected from tourists. In addition, critical supply chains were already interrupted by the impact to other countries and retail sales displaced as a result of social distancing and crowd-avoidance behaviors. The effects on state revenues made their first real appearance in the April Collection Report.

For this month, Sales Tax collections reflect activity that occurred in March (a lagged effect), all of which was affected but to an increasing extent as the month progressed—as well as voluntary changes to submitted estimated payments in the reported month (a real-time measure). As referred to here, changes to estimated payments have more to do with payment behavior between months than the underlying economic loss. With respect to General Revenue, Sales Tax collections were down \$598.2 million or 24.1 percent of the estimate. A large part of this loss is attributed to declines in tourism and hospitality-related industries, as well as auto sales.

In addition, two other revenue sources were affected by closures or induced limitations on activity:

- Parimutuel Taxes...under by \$2.2 million
- Article V Fees and Transfers...under by \$1.1 million

May collections will also be affected in these revenue areas.

Conversely, three revenue sources coming in below estimate in April were materially affected by formal state orders delaying payment of the taxes or fees until June or later:

- Corporate Income Tax...under by \$246.0 million
- Highway Safety Fees...under by \$20.2 million
- Corporate Filing Fees...under by \$56.9 million

Generating a loss of \$323.1 million or 36.8 percent of the total loss for the month, some or all of these declines in April and May are expected to be at least partially recaptured in June.

As the last grouping in the loss category, five revenue sources coming in below the estimate experienced only normal timing delays or other administrative issues:

- Insurance Taxes...under by \$9.9 million
- County Medicaid Share...under by \$1.3 million
- Other Nonoperating Revenues...under by \$4.1 million
- Other Taxes, Licenses and Fees...under by \$0.5 million
- Service Charges...under by \$15.7 million

Since these sources were largely unaffected by the Coronavirus, the underlying causes are expected to clear in future months. The collective revenue loss attributed to April is \$31.5 million.

Six revenue sources came in over the estimate for the month and appeared to be at least initially unaffected by the negative effects of the Coronavirus outbreak:

- Documentary Stamp Tax...over by \$1.3 million
- Intangibles Taxes...over by \$13.3 million
- Beverage Taxes...over by \$6.3 million
- Tobacco Tax...over by \$0.6 million
- Severance Taxes...over by \$0.4 million
- Earnings on Investments...over by \$19.0 million

Together, these sources generated a total gain of \$40.9 million for the month; however, some of these sources are expected to experience losses in the coming months as lagged economic effects begin to appear.

After adjusting for refunds, April experienced an overall combined revenue loss of \$878.1 million from the estimate.

The figures in the table below show the variance from monthly estimates that are based on the results of the estimating conference held January 15, 2020. Note that the listing of sources below has been rearranged to reflect each source's overall importance to GR.

Month	January	February	March	April	May	June
Monthly Overage (millions)	64.5	63.4	61.3	-878.1		
Year to Date Overage (millions - cumulative)	77.6	141.1	202.4	-675.7		
Percent of Monthly Estimate Collected	102.2%	102.5%	102.4%	70.6%		
Percent of Total Year Estimate Collected	57.5%	65.2%	73.1%	79.5%		



Broward County Property Appraiser's Office
115 S. Andrews Avenue, Room 111
Fort Lauderdale, Florida 33301
(954) 357-6830 · Fax: (954) 357-8474
www.bcpa.net

To: Broward County Taxing Authorities
From: Marty Kiar, Property Appraiser
Date: June 1, 2020
Subject: 2020 Estimate of Taxable Value

Attached you will find our 2020 Estimate of Taxable Values. The numbers shown in this estimate will be similar to the numbers which will be on the DR-420 (Certification of Taxable Value) on July 1, 2020. The only changes between the enclosed estimate and the DR-420 certification will be to correct any errors discovered over the next few weeks, to update tangible personal property values based upon returns not yet received/processed, and to extend any exemption/agricultural applications received and approved between today and July 1, 2020. All new 2020 exemption and Save Our Homes portability applications filed to date are reflected in the enclosed numbers.

Please remember the 2020 assessments reflect the values as of January 1, 2020 as set by qualified sales during the January 2, 2019 through January 1, 2020 assessment period. On average a 10% adjustment was made to the 2019 qualified sales to arrive at the 2020 assessed values.

If you have any questions, please contact me at 954-357-6904 or martykiar@bcpa.net or contact Finance, Budget, and Tax Roll Director, Holly Cimino, at 954-357-6825 or hcimino@bcpa.net.

Attachment

2020 TAXABLE VALUE REPORT

5/29/2020

(Line 7 of DR-420)

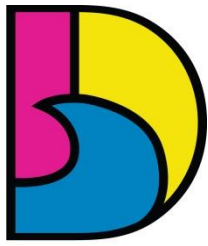
(Line 4 of DR-420)

(Line 5 of DR-420)

(Line 6 of DR-420)

TAXING AUTHORITY	Total 2019 WCC* Taxable Value	Total 2020 Estimated Taxable Value	Percentage Change in Taxable Value	Net New Taxable Value Estimate	Current Yr Adjusted Taxable Value Estimate	Net Percentage Change
COCONUT CREEK	4,383,122,499	4,617,829,211	5.35%	34,491,540	4,583,337,671	4.57%
COOPER CITY	3,082,278,040	3,241,834,308	5.18%	19,168,650	3,222,665,658	4.55%
CORAL SPRINGS	10,659,708,237	11,256,649,667	5.60%	73,605,090	11,183,044,577	4.91%
DANIA BEACH	4,245,233,519	4,380,915,872	3.20%	57,739,260	4,323,176,612	1.84%
DAVIE	10,224,167,344	10,834,344,672	5.97%	157,009,860	10,677,334,812	4.43%
DEERFIELD BEACH	7,405,340,836	7,979,196,986	7.75%	123,216,690	7,855,980,296	6.09%
FORT LAUDERDALE	38,764,924,612	41,217,240,044	6.33%	674,232,430	40,543,007,614	4.59%
HALLANDALE BEACH	5,761,213,381	5,909,548,656	2.57%	38,827,150	5,870,721,506	1.90%
HILLSBORO BEACH	1,388,302,991	1,447,651,059	4.27%	10,196,520	1,437,454,539	3.54%
HOLLYWOOD	17,294,824,490	18,525,647,115	7.12%	316,527,630	18,209,119,485	5.29%
LAUD. BY THE SEA	2,609,201,941	2,708,855,679	3.82%	6,287,120	2,702,568,559	3.58%
LAUDERDALE LAKES	1,261,298,255	1,354,103,702	7.36%	451,860	1,353,651,842	7.32%
LAUDERHILL	2,818,097,266	3,036,742,207	7.76%	20,867,940	3,015,874,267	7.02%
LAZY LAKE	7,528,358	7,552,882	0.33%	-	7,552,882	0.33%
LIGHTHOUSE POINT	2,484,455,502	2,610,458,998	5.07%	23,819,160	2,586,639,838	4.11%
MARGATE	3,288,927,677	3,532,509,267	7.41%	50,577,670	3,481,931,597	5.87%
MIRAMAR	10,256,003,058	10,863,112,031	5.92%	90,361,960	10,772,750,071	5.04%
NORTH LAUDERDALE	1,596,716,031	1,725,812,948	8.09%	13,852,200	1,711,960,748	7.22%
OAKLAND PARK	3,504,505,626	3,762,981,805	7.38%	13,420,190	3,749,561,615	6.99%
PARKLAND	5,355,498,357	5,729,603,386	6.99%	249,269,690	5,480,333,696	2.33%
PEMBROKE PARK	736,267,914	801,097,194	8.81%	33,985,300	767,111,894	4.19%
PEMBROKE PINES	13,430,331,025	14,300,779,814	6.48%	203,807,110	14,096,972,704	4.96%
PLANTATION	9,660,375,357	10,152,434,497	5.09%	82,933,810	10,069,500,687	4.24%
POMPANO BEACH	13,551,708,226	14,497,198,920	6.98%	251,030,930	14,246,167,990	5.12%
POMPANO BEACH EMS	13,551,708,226	14,497,198,920	6.98%	251,030,930	14,246,167,990	5.12%
SEA RANCH LAKES	229,758,590	237,623,034	3.42%	(1,112,450)	238,735,484	3.91%
SUNRISE	7,748,068,303	8,227,773,657	6.19%	26,318,850	8,201,454,807	5.85%
SOUTHWEST RANCHES	1,466,259,672	1,562,800,816	6.58%	31,780,380	1,531,020,436	4.42%
TAMARAC	4,085,256,440	4,425,818,374	8.34%	42,570,210	4,383,248,164	7.29%
WEST PARK	593,474,509	654,142,328	10.22%	5,305,260	648,837,068	9.33%
WESTON	8,878,016,594	9,229,987,161	3.96%	50,171,840	9,179,815,321	3.40%
WILTON MANORS	1,503,247,141	1,597,120,290	6.24%	10,222,030	1,586,898,260	5.56%
UNINCORPORATED	890,154,949	948,458,684	6.55%	8,733,330	939,725,354	5.57%
COUNTY FIRE	890,154,949	948,458,684	6.55%	8,733,330	939,725,354	5.57%
FORT LAUD. DDA	1,861,340,199	1,986,832,734	6.74%	35,617,130	1,951,215,604	4.83%
N. BROWARD HOSPITAL	138,391,425,722	147,009,033,135	6.23%	1,825,613,170	145,183,419,965	4.91%
S. BROWARD HOSPITAL	61,528,899,278	65,031,315,799	5.69%	894,362,390	64,136,953,409	4.24%
HILLSBORO INLET	18,341,726,701	19,419,146,511	5.87%	221,019,300	19,198,127,211	4.67%
WATER MANAGEMENT 2	4,287,670,475	4,592,003,082	7.10%	40,185,220	4,551,817,862	6.16%
CENTRAL BROWARD	3,094,144,200	3,176,569,230	2.66%	-	3,176,569,230	2.66%
COCOMAR	4,709,721,277	4,959,709,911	5.31%	58,843,070	4,900,866,841	4.06%
TINDALL HAMMOCK	741,404,060	785,854,110	6.00%	10,983,110	774,871,000	4.51%
WATER MANAGEMENT 3	2,553,634,493	2,762,499,198	8.18%	85,402,280	2,677,096,918	4.83%
WATER MANAGEMENT 4A	602,113,878	638,065,010	5.97%	5,202,170	632,862,840	5.11%
WATER MANAGEMENT 4B	871,409,588	909,612,596	4.38%	560	909,612,036	4.38%
WATER MANAGEMENT 4C	2,030,134,471	2,119,068,987	4.38%	391,020	2,118,677,967	4.36%
COUNTY STREET LIGHT	427,943,500	487,164,180	13.84%	7,321,570	479,842,610	12.13%
THREE ISLANDS	694,878,660	706,215,060	1.63%	-	706,215,060	1.63%
SUNRISE KEY	132,172,020	142,344,930	7.70%	3,487,940	138,856,990	5.06%
TAX DIST #1 SAWGRASS	850,799,140	907,806,060	6.70%	4,126,060	903,680,000	6.22%
GOLDEN ISLES	357,793,600	384,316,540	7.41%	6,978,400	377,338,140	5.46%
PLANTATION GATEWAY 7	276,297,660	310,391,400	12.34%	19,350,550	291,040,850	5.34%
PLANTATION MIDTOWN	1,485,332,214	1,552,068,345	4.49%	36,480,740	1,515,587,605	2.04%
LAUDERHILL WINDERMERE/TREE GARDENS SAFE NEIGHBORHOOD	21,665,580	24,170,070	11.56%	940	24,169,130	11.56%
LAUDERHILL HABITAT SAFE NEIGHBORHOOD	15,266,660	17,009,230	11.41%	-	17,009,230	11.41%
LAUDERHILL ISLES OF INVERRARY SAFE NEIGHBORHOOD	6,746,700	7,596,340	12.59%	-	7,596,340	12.59%
LAUDERHILL MANORS OF INVERRARY SAFE NEIGHBORHOOD	33,459,090	36,749,040	9.83%	-	36,749,040	9.83%
FLA INLAND NAV.	199,920,325,000	212,040,348,934	6.06%	2,719,975,560	209,320,373,374	4.70%
CHILDREN'S SERVICES	199,920,325,000	212,040,348,934	6.06%	2,719,975,560	209,320,373,374	4.70%
SFWMD - DISTRICT	199,920,325,000	212,040,348,934	6.06%	2,719,975,560	209,320,373,374	4.70%
SFWMD - BASIN	199,920,325,000	212,040,348,934	6.06%	2,719,975,560	209,320,373,374	4.70%
SFWMD - EVERGLADES	199,920,325,000	212,040,348,934	6.06%	2,719,975,560	209,320,373,374	4.70%
SCHOOL BOARD	214,738,206,200	226,618,542,554	5.53%	2,734,227,960	223,884,314,594	4.26%
COUNTY COMMISSION	199,042,553,280	211,264,078,454	6.14%	2,719,589,240	208,544,489,214	4.77%

*With correction certificates processed as of May 25, 2020



DANIA BEACH
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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: June 2, 2020
TO: Ana M. Garcia, ICMA- CM, City Manager
Candido Sosa-Cruz, Assistant City Manager
FROM: Fernando J. Rodriguez, Public Services Director
RE: **PUBLIC SERVICES ACTIVITIES – MAY 13 TO MAY 29, 2020**

The Public Services Department (PSD) has continued its varied and fast-paced activities throughout the second half of May. The following is a summary of the most significant ones:

- COVID-19: preparations for the transition to back to work at city facilities were made by procuring hand sanitizer and over 100 bottles for all the buildings. All bottles were filled by PSD staff. In addition, administrative steps were taken to continue the contractor cleaning services implemented for the COVID-19 period past June.
- PSD provided substantial operational support for the food distribution event held on Friday May 22nd at the Dania Beach Casino front entrance ramp. Cones and tables were set up and many department employees were present as volunteers throughout the highly successful event.
- Flooding issues were addressed during the Memorial Day holiday weekend, when *nearly eight inches of rain* came down in the Dania Beach area. Preceding the event, repairs to the nearby stormwater pump stations were made and initiated, including the installation of a float system module that starts the pump automatically.
- Hurricane Season Preparation:
 - PSD made telephone contact with our contracted debris management firm and both debris hauling firms. Discussion of game plan for post-storm recovery (if required) were held.
 - Other administrative/preparatory steps were taken in conjunction with our Legal and Finance colleagues, including confirmation of contract statuses and that of the inter-local agreement with Broward County for possible use of their debris staging site(s).
 - Supplies and equipment for the preparation/during storm/post-storm recovery phases and EOC have been gathered and are well on the way to being completed, including emergency generator checks/tests and maintenance, barricades and portable stop signs, flashlights/batteries, sandbags for distribution to residents, raingear, non-perishable foods, and other items.

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RE: PUBLIC SERVICES ACTIVITIES – MAY 13 TO MAY 29, 2020
June 2, 2020

- Added emphasis placed on stormwater system and equipment resources, including drain inlet cleaning, catch basin vacuuming, heavy equipment and stormwater pump maintenance.
- To assist residents during the COVID-19 pandemic period as well as better prepare for the hurricane season, one additional bulk waste pickup (May 25 – May 30) was set up with Waste Management and successfully implemented, with nearly 90 tons of waste collected (almost one third the amount of a normal service cycle).
- The annual water line flushing program was begun Saturday May 30, 2020 and is scheduled to end on June 21, 2020. During this 3-week period, the water plant will conduct its “super-chlorination” process, which serves to scour our water pipes, remove loose sediment, thereby maintaining a high level of water quality.
- Beach refurbishing work on the beach was completed, with a focus on installing the remaining wood barriers on the west side of the sand dunes. This is a critical component for protecting the parking lot and stormwater drainage structures from the harmful intrusion of sand during heavy rains and/or high tide events.
- All required maintenance crews were scheduled for the beach’s re-opening the week of May 25. While Sunday May 31 was the heaviest day in terms of patrons, PSD crews were able to maintain the areas clean and service the numerous trash receptacles.
- Malfunctions in the City Hall and garage elevators were repaired.
- Four roof leaks at City Hall were repaired.
- Recruitment for DD candidates has continued. Working in conjunction with the Human Resources Department, six candidates were interviewed and an offer possibly to be made in the June 2nd – June 3rd time frame.
- Budget preparation (F21) was carried out by PSD administration in conjunction with field lead staff. Proposed figures submitted in a timely fashion (prior to deadline). The CIP proposed budget was submitted as well.
- Extensive engagement has been required by the Director and Interim Deputy Director with several engineering consulting firms. Necessitated largely due to the departure of the incumbent Deputy Director (DD) in late April, this effort has been significant on several fronts,

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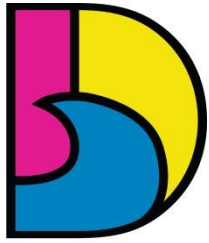
MEMORANDUM

Page 3 of 3

RE: PUBLIC SERVICES ACTIVITIES – MAY 13 TO MAY 29, 2020
June 2, 2020

including the SE Drainage and SE 2nd Avenue Water Main Replacement projects, Hydraulic Modeling Project, C-51 Reservoir Amendment, Dania Cove Drainage Improvements, and other important initiatives.

- Work on grants applications, both new and ongoing, continued steadily. This included participating in various tele-meetings and continuing work on the Hazardous Mitigation Grant and the Municipal Surtax funding applications.



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CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: June 1, 2020

TO: Ana M. Garcia, City Manager, ICMA-CM

VIA: Candido Sosa-Cruz, Assistant City Manager

BY: Eleanor Norena, Director
Corinne Lajoie, AICP, Assistant Director

SUBJECT: Department highlights for the month of May 2020.

The Community Development Department has continued to operate in spite of the many challenges COVID-19 has introduced. Many of the Department's personnel are working successfully from home. A few of our personnel report to the office on a rotating basis, so only one person is there at a time, and only as needed. The Code Compliance Officers are largely working from their vehicles in the field, as are the building inspectors. The Department has continued to operate and adapt to the current situation. Below are several examples of the changes that have been made recently.

- **TEMPORARY OUTDOOR SEATING** - Temporary Outdoor Seating Permit and review process was created and implemented to accommodate the State and County mandates limiting restaurants to fifty percent (50%) capacity indoors. The Zoning Division coordinates with BSO Fire as the applications are received. The application is available on the City's website and we have currently approved three businesses for the temporary outdoor seating.
- **DEVELOPMENT REVIEW COMMITTEE** - The DRC review process went digital for the first time in May. This was the first month the plans were submitted utilizing the electronic plan review system administered by one of our consultants, CAP. The comments were imputed into the electronic plan review system and a report was generated for the application using the same. On the May 28, 2020 DRC Agenda, the department processed eight (8) development applications.
- **PLANNING AND ZONING BOARD** - The June 17, 2020 Planning and Zoning Board meeting is planned to be held virtually. Training with staff and Board members is currently scheduled for June 10th and again on June 15th in advance of the meeting.
- **TRU HOTEL** – On May 22, 2020 the Building Department issued a Temporary Certificate of Occupancy (TCO) for the Tru hotel located on North Federal Highway. The TCO is valid for 30 days to allow the developer to complete their off-site parking facility.
- **CODE & PARKING ENFORCEMENT** – Code Compliance has been active in the community educating the public and enforcing the latest State, County and City emergency orders regarding the COVID-19 pandemic, ensuring the 50% capacity and required face covering rules are enforced. The Parking Division had been assisting Code Compliance in these education and enforcement efforts.



CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: June 9, 2020

TO: Ana M. Garcia, City Manager, ICMA-CM

FROM: Eric Brown, Parks & Recreation Director

SUBJECT: Parks and Recreation Updates

REQUEST

Parks and Recreation Department Updates

BACKGROUND

On May 18, 2020, we successfully opened six (6) Park sites, Frost Parks, Northside Gardens Park, PJ Meli Park, CW Thomas Park, Mullikin Park and Chester Byrd Park from 8am-11am and from 5pm – 8pm.

- The numbers at Frost and Northside Park are averaging about 40-50 people a day. PJ Meli, CW Thomas, Mullikin and Chester Byrd Park numbers are slow, averaging 10-15 a day
- Larger signs were ordered for each site, and installed
- All of our playgrounds remain close until further notice

On May 26, 2020, we successfully reopened the Beach and Pier

Pier

- The numbers at the Pier are steady; we are averaging 150 people a day, and that is the max, the Pier can hold 4 to 5 hundred, but I informed Westrec to cap at 150. The 6-foot separation requirement is being enforced, and I really would like to thank Code for their presences.
- Pier staff will continue sanitizing the Pier every two-three hours

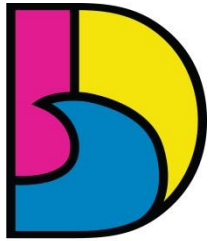
Beach

- The beach numbers started out low, but are growing daily,
- Parks, Code, Police and Lifeguards are helping to enforce the rules
- Park ambassadors are patrolling the beach daily, enforcing, and educating beach goers of the CDC guidelines
- The beach goers are following the rules, and happy to be back on the beach

On June 1, 2020, we allowed sitting, sunbathing, chairs and umbrellas; the beach is running smooth with little to no issues.

RECOMMENDATION

For your review



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**CITY OF DANIA BEACH
COMMUNICATIONS
PUBLIC INFORMATION OFFICER**

MEMORANDUM

DATE: JUNE 1, 2020

TO: ANA M. GARCIA, ICMA-CM, CITY MANAGER

FROM: KATIA BORDY, PIO

SUBJECT: COMMUNICATIONS

The Dania Beach Guide to Phase 1 Reopening

On May 18th, the City of Dania Beach joined Broward County in the first phase of a cautious and safe reopening of our community.

The City put together an easy to understand guide on what can and cannot reopen effective May 18, 2020. It includes links to both the City and County Emergency Orders governing the reopening process.

<http://daniabeachfl.gov/Reopen>

On May 26th, the beach and Pier reopened.

The details were communicated through CodeRed to all city residents.

Mayor Lewellen explained the details of the new order on a video broadcast on TV Channel 78, YouTube, Facebook and the city's website.

Mayor Lewellen explained the details of the new order and of the beach reopening on videos broadcast on TV Channel 78, YouTube, Facebook and the City's website.

#ILOVELOCAL Campaign

As the economy restarts, Dania Beach took part of an initiative to promote local small businesses who have reopened to the public.

Short videos #ILOVELOCAL are featured on TV Channel 78, YouTube, Facebook and the city's website at daniabeachfl.gov/ilovelocal. The series has been a great success on all platforms and has been much appreciated by our local businesses and residents.

- Vice Mayor Odman visited Antonio's Pizza, the Bake Shack and the Clovermint Cafe.
- Commissioner Brandimarte visited Paolos 3's company and Shenanigans.
- Commissioner Harris visited Jaxson's Ice cream.
- Commissioner James visited Joe's Grill and Dairy Belle Ice Cream.
- Mayor Lewellen visited Tropical Acres Steakhouse.



CITY OF DANIA BEACH COMMUNICATIONS PUBLIC INFORMATION OFFICER

MEMORANDUM

The 2020 Census

The 2020 Census Everyone Counts in Dania Beach campaign is ongoing. Residents are asked to respond to the Census on social media and TV Channel 78. Flyers are distributed at food distributions and shared at all City facilities and parks. A Census video in Spanish was uploaded on the City's website to reach the Spanish community. The Dania Beach Census response rate is 49.4%

Facebook Posts

Hurricane Season is officially here! Now is the time to get ready and be informed. To get an early start on preparations, visit daniabeachfl.gov/2536/BSO-Preparedness-Guide.

Broward County has issued a curfew that we must adhere to. Curfew begins at 9 p.m. Sunday the 31st of May to 6 a.m. for the next 7 days.

COVID-19 in home testing.

For individuals who cannot leave their homes to access one of the drive-up or walk-up specimen collection sites.

Memorial Day

City Hall was closed Monday in observance of Memorial Day, a day for remembering and honoring the military personnel who died while in service of our country's armed forces.

Dania Beach small businesses are ready to welcome you back!

[#ILOVELOCAL](https://daniabeachfl.gov/ilovelocal) - daniabeachfl.gov/ilovelocal

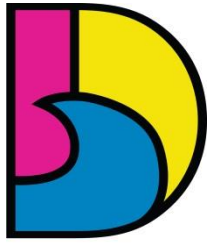
Flood Alert

South Florida Coastal Cities are experiencing flooding due to the continued rainfall. We urge residents to be safe and avoid flooded areas.

Happy 100th Birthday!!!!

Team Dania Beach wishes Julius Caesar Parrish a Happy 100th Birthday today, May 22, 2020.

The City of Dania Beach stands in solidarity with the  [#SaluteFlight](https://www.instagram.com/saluteflight) U.S. Coast Guard flyover to recognize healthcare workers, first responders, military and other essential personnel this Saturday,



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CITY OF DANIA BEACH COMMUNICATIONS PUBLIC INFORMATION OFFICER

MEMORANDUM

May 23rd on Memorial Day weekend. Dania Beach residents should observe the flyovers from the safety of their home, maintain social distancing and avoid large gatherings.

Great teamwork finalizing **Mass Transit Improvements along US-1** in the beautiful City of Dania Beach! The new bus shelters, sidewalks and driveways have all been completed.

How to Ride Safely Amid Coronavirus Concerns

Is it safe to ride outside? Yes — as long as you're alone. The best plan for riding right now is to go out and ride solo and enjoy the outdoors, in non-crowded areas. And, try timing your rides for when you know your route will be less crowded. We hope you all continue to follow the CDC guidelines, keep social distancing and stay safe. Enjoy your rides in the beautiful City of Dania Beach!

<https://www.bicycling.com/news/a31469228/cycling-during-coronavirus/>

2020 Census: Everyone Counts in Dania Beach!

Video: <https://www.youtube.com/watch?v=cXZQBmEnWic>

The 2020 Census counts everyone in America. And the census informs where hundreds of billions in funding will go each year for things like education, healthcare and programs that touch us all.

Census en Espanol

Colaboradores del Censo del 2020: Por qué su participación en el Censo es importante

<https://youtu.be/xbk0hyi9yeM>

Drive-Thru Food Distribution

The City of Dania Beach, in collaboration with Farm Share, is hosting a Drive-Thru Food Distribution on Friday, May 22nd @ 9 AM at The Casino at Dania Beach.

In an effort to assist Dania Beach/South Florida Families who are in need during this challenging time, food will be distributed free to the public. The food will be placed directly in the trunk of each car.

We will be distributing 600 bags of food to feed Dania Beach and South Florida families.



**CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)**

MEMORANDUM

DATE: June 2, 2020

TO: Ana M. Garcia, ICMA- CM, City Manager

FROM: Daniel J. Marks, Captain

RE: Dania Beach Memo to City Manager for Commission Meeting

This memorandum is in reference to the upcoming Commission Meeting on 06-9-20.

Planned Protest and Possible Civil Unrest Information

- Dania Beach Deputies have moved to Alpha Bravo schedules. All of our sworn have been placed on 12 hour shifts with no days off. This gives us 20-30 Deputies at any given time.
- On both shifts we are deploying a number of Deputies at our points of interest and critical infrastructures.
- Deputies are accompanying Fire Rescue to routine medical calls.
- We have made two curfew arrests, which turned into felony drug possession arrests.

COVID-19 information

- Deputies remain on Dania Beach.
- Increased patrols of shopping centers, restaurants and retail businesses.
- Increased patrols of City Parks due to the orders.
- Sergeants are taking the temperature of all employees prior to their shift.
- A Telephone Report Unit is still operational in order to limit exposure to employees.
- Roll calls are being held outdoors away from the station.
- Entrances to stations are locked. Signs are posted for walk-ins to call desk personnel.
- Stations are being disinfected daily.
- Deputies are equipped with PPE gear if needed on a call.
- Deputies will enforce the current orders in reference to businesses, parks and marinas.

That completes my report.



**CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)**

EXTERNAL MEMORANDUM

DATE: June 2, 2020

TO: Ana M. Garcia, ICMA- CM, City Manager

FROM: Sergio Pellecer, District Fire Chief

RE: Dania Beach Memo to City Manager "Two Week Review"

Please see the requested information below concerning the last two weeks- May 18- June 1, 2020 of the meetings and day to day operations for the BSO Fire Rescue and Emergency Service in Dania Beach:

- Daily morning BSO conference calls – Department Head direction for the day.
 - Daily monitoring of Fire Stations and personnel safety
 - Weekly monitoring of Nursing homes and Group homes – Fire Marshal's Bureau
 - Weekly agenda review team conference call
 - BSO re-organizational chart discussion and implementation Fire Rescue
 - Weekly Municipal Conference Call COVID-19 Situational Awareness
 - BSO Ops Conference call with District Chiefs
 - 100th Birthday Parade
 - Sheriff's EOC/IC Conference Call
 - ***Procurement of Free PPE for City Employees and Staff**
 - Food Drive Dania Beach Casino - Participation
 - MEMORIAL DAY HOLIDAY
 - Regular Commission Meeting
 - CEMP – Hurricane Plan distribution and implementation – Social Media update by Katia
 - Civil Unrest training of Fire Rescue personnel
 - June 9th Agenda Review Conference Call meeting
-
- Also, there was an emergency repair at the Fire Prevention Bureau that required immediate attention over the course of several days.



**CITY OF DANIA BEACH
FINANCE DEPARTMENT
MEMORANDUM**

TO: Ana M. Garcia, City Manager, ICMA-CM

FROM: Adam Segal, Assistant Finance Director DFA-19-029

DATE: June 2, 2020

SUBJECT: Monthly Business Tax Licensing

Manager,

Per your request attached hereto is the Monthly Business Tax Receipt report reflecting new businesses.



Business Listing Report

Business Start Date 05/01/20 - 05/31/20

Report By Business Name

Business	Licensee	Address	Phone	Extension	Start Of Business	End Of Business
BLU BAMBOO ACUPUNCTURE LLC	BLU BAMBOO ACUPUNCTURE LLC	599 S FEDERAL HWY STE 101, DANIA BEACH, FL 33004	(954) 298-5374		05/28/2020	
COMFORT SUITES	MIRANJALI LLC	302 N FEDERAL HWY, DANIA BEACH, FL 33004	(754) 221-0600		05/06/2020	
IDEAL FOOD BASKET	DANIA BEACH MEAT CORP	308 E DANIA BEACH BLVD, Dania Beach, FL 33004	(786) 457-6923		05/19/2020	
LOOSE GEAR GRAPHICS	LOOSE GEAR GRAPHICS	5933 RAVENSWOOD RD BB1, DANIA BEACH, FL 33312	(305) 401-2445		05/21/2020	
OMNISENSE SYSTEMS USA INC	OMNISENSE SYSTEMS USA INC	2800 W STATE RD 84 #113, DANIA BEACH, FL 33312	(954) 316-6230		05/01/2020	
REO RENOVATORS	REO RENOVATORS AND ROOFING	429 SE 3 PL, Dania Beach, FL 33004	(954) 562-4027		05/13/2020	
SCHIEBER HOLDINGS LLC	SCHIEBER HOLDINGS LLC	4073 SW 52 ST, Dania Beach, FL 33314	(954) 547-8185		05/28/2020	
SCHIEBER HOLDINGS LLC	SCHIEBER HOLDINGS LLC	4089 SW 52 ST, Dania Beach, FL 33314	(954) 547-8185		05/18/2020	

Businesses 8