



CITY OF LAUDERDALE LAKES

CITY COMMISSION MEETING

NOTICE OF MEETING TO BE CONDUCTED BOTH IN PERSON AND THROUGH THE USE OF COMMUNICATIONS MEDIA TECHNOLOGY (HYBRID MEETING)

The City Commission of the City of Lauderdale Lakes, Florida will be conducting a Regular public meeting held in part through the use of Communications Media Technology (CMT) and in-person attendance in accordance with City of Lauderdale Lakes Emergency Ordinance 2020-010, adopted by the City Commission on December 8, 2020. The City of Lauderdale Lakes City Hall facility is open to the public for this meeting, subject to compliance with applicable City administrative policies, procedures and CDC guidance, which include, without limit, requirements for social distancing and the wearing of facial coverings. The public may also attend this meeting through the following access locations:

- Watch the meeting via Lakes Live TV
- Watch the meeting on Comcast Cable Channel 78
- Join the meeting via Zoom
- Join the meeting via telephone

PUBLIC PARTICIPATION

Any member of the public wishing to submit a petition from the public or make a public comment on an item may do so by submitting a public comment form prior to the meeting. The form can be accessed by visiting the City's Clerks webpage and by selecting City Commission/Workshops/CRA Meetings or by clicking the following link: <https://www.lauderdalelakes.org/FormCenter/City-Clerk-10/Public-Meeting-Comment-Form-58>. Members of the public can also email such to the City Clerk at cityclerk@lauderdalelakes.org prior to 7:00 p.m. on December 27, 2022. All submitted public petitions should be no more than three (3) minutes and will be read into the record of the meeting.

****INSTRUCTIONS FOR HYBRID MEETING AND PUBLIC PARTICIPATION****

Watch the meeting via Lakes Live TV:

Go to www.lauderdalelakes.org

Scroll down to Lakes Live TV

Select "Live" to watch it live or "On Demand" to watch it at a later date

Watch the meeting via Comcast/Xfinity Channel 78:

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

Join the meeting via Zoom:

<https://us06web.zoom.us/j/82476478242>

Please join the meeting via telephone:

1 305 224 1968 or 1 646 558 8656

Meeting ID: 824 7647 8242

If any member of the public requires additional information about the City Commission Meeting or has questions about how to submit a petition from the public or make a public comment, please contact the City Clerk:

Venice Howard, City Clerk
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319
954-535-2707
cityclerk@lauderdalelakes.org



CITY COMMISSION MEETING AGENDA

City Commission Chambers

December 27, 2022

7:00 PM



Mayor Veronica Edwards Phillips - Vice-Mayor Karlene Maxwell-Williams
Commissioner Tycie Causwell - Commissioner Mark Spence - Commissioner Sharon Thomas



City of Lauderdale Lakes City Commission Meeting

Welcome to the City Commission Meeting

We are pleased that you have demonstrated an interest in the City of Lauderdale Lakes by attending a City Commission Meeting. We hope you enjoy the meeting and will attend more of these meetings in the future.

GENERAL RULES AND PROCEDURES FOR PUBLIC PARTICIPATION AT CITY COMMISSION MEETINGS:

Please turn off or silence cell phones. Any person requiring Auxiliary Aids and services must contact the City Clerk's Office at 954-535-2705 at least 24 hours prior to the meeting.

If you or someone you know is hearing or speech impaired, please call Florida Relay Service at 1-800-955-8770 or 8771.

- **Who May Speak** - Any individual who wishes to address the City Commission may do so providing it is accomplished in an orderly manner and in accordance with the procedures outline in Sec. 2-54 (2) of the Code of Ordinances.
- **Petitions From the Public** - Each person desiring to petition the City Commission will be allotted three minutes under the applicable order of business for the City Commission meeting. Petitions from the Public shall not exceed 30 minutes in aggregate time. The Mayor at his/her discretion may allow more time than the allotted time.
- **Speaking on items not on the Agenda** - Each person who wishes to address the City Commission must sign in with the City Clerk before 7:00 p.m.
- **Speaking on an item on the Agenda** - Individuals wishing to speak on an item on the Agenda need to submit a public comment form by accessing the following link
<https://www.lauderdalelakes.org/FormCenter/City-Clerk-10/Public-Meeting-Comment-Form-58> to be recognized by the Mayor.

The City Commission Meeting is a business meeting and as such, please conduct yourselves in a respectful and professional manner, both in tone of voice, as well as choice of words.

Please direct your comments to the City Commission as a body through the presiding office and not to the audience or individual City Commissioner.

As your City Commission, we will abide by the debate and decorum rules which provides for each City Commissioner to speak 10 minutes at a time on each subject matter. After every Commissioner have spoken, the Mayor will provide for other comments.

The above represents a summarization of the rules and procedures as adopted by Ordinance. Copies of the Code Section related to rules and procedures are available from the City Clerk's office.



City of Lauderdale Lakes

Office of the City Clerk

4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599

(954) 535-2705 - Fax (954) 535-0573

-
1. **CALL TO ORDER**
 2. **ROLL CALL**
 3. **INVOCATION AND PLEDGE OF ALLEGIANCE**
 - A. INVOCATION PROVIDED BY RABBI STELL, JEWISH CENTER OF LAUDERDALE LAKES
 - B. PLEDGE OF ALLEGIANCE LED BY KAELYN HALL, LAUDERDALE LAKES TEEN CENTER
 4. **PROCLAMATIONS/PRESENTATIONS**
 5. **APPROVAL OF MINUTES FROM PREVIOUS MEETING**
 - A. DECEMBER 12, 2022 CITY COMMISSION WORKSHOP MINUTES
 - B. DECEMBER 12, 2022 SPECIAL CITY COMMISSION MEETING MINUTES
 - C. DECEMBER 13, 2022 CITY COMMISSION MEETING MINUTES
 6. **PETITIONS FROM THE PUBLIC**
 7. **CONSIDERATION OF ORDINANCES ON SECOND READING**
 8. **CONSIDERATION OF ORDINANCES ON FIRST READING**
 9. **CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA**
 - A. RESOLUTION 2022-137 AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF LAUDERDALE LAKES TO ACCEPT THE RESILIENT FLORIDA GRANT PROGRAM FOR THE FIRE STATION 37 HARDENING PROJECT.

This resolution is to execute an agreement with the Florida Department of Environmental Protection Agency which provides funding for the Fire Station 37 Hardening project as part of Florida Resilient Grant program.
 - B. RESOLUTION 2022-138 AUTHORIZING THE APPROVAL OF THE MASTER CONTRACT JM023-25-2025, EFFECTIVE JANUARY 1, 2023, THROUGH DECEMBER 31, 2025, BETWEEN THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC., AND THE CITY OF LAUDERDALE LAKES/LAUDERDALE LAKES ALZHEIMER'S CARE CENTER

Approving the Master Contract JM023-25-2025 effective January 1, 2023, through December 31, 2025, between the Areawide Council on Aging of Broward County, Inc. and the City of Lauderdale Lakes/Lauderdale Lakes Alzheimer's Care Center. The purpose of this Master Contract is to provide the services specified in each contract or agreement incorporating this Master Contract. The services include respite and case management services provided under the Older Americans Program Act and the Alzheimer's Disease Initiative.
 - C. RESOLUTION 2022-139 ADOPTING AN AGREEMENT FOR OLDER AMERICANS ACT BETWEEN THE AREAWIDE COUNCIL ON AGING AND THE CITY OF LAUDERDALE

LAKES/LAUDERDALE LAKES ALZHEIMER CARE CENTER TOTALING FORTY NINE THOUSAND TWO HUNDRED NINETY NINE DOLLARS AND 39/100 (\$49,299.39)

This resolution ratifies the adoption of Standard Agreement for contract number JA123-25-2023, effective January 1, 2023, through December 31, 2023, between the Areawide Council on Aging of Broward County, Inc. and the City of Lauderdale Lakes/Lauderdale Lakes.

10. CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

- A.** RESOLUTION 2022-140 AUTHORIZING THE TRANSFER OF ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS FROM THE SAFE AND CLEAN RESTAURANT ASSISTANCE PROGRAM AND APPROPRIATING SAID FUNDS TO THE PROSPERITY BROWARD – PILOT PROGRAM

This resolution under The American Rescue Plan Act Final Ruling, a standard allowance for revenue loss of \$10 Million, seeks to amend funding appropriated to the Safe and Clean Restaurant Assistance Program and re-appropriate funds to the Broward Prosperity –Pilot Program

- B.** RESOLUTION 2022-141 RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S FISCAL YEAR 2023, PERIOD 1 (OCTOBER) AND PERIOD 2 (NOVEMBER); FINANCIAL ACTIVITY REPORT, AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES

This resolution serves to ratify the filing and presentation of the City Fiscal Year 2023, October (Period 1) and November (Period 2); Financial Activity Reports prepared by the Financial Services Department.

- C.** RESOLUTION 2022-142 URGING THE SCHOOL BOARD OF BROWARD COUNTY TO IMMEDIATELY ALLOCATE COMPLETE FUNDING FOR ALL COSTS AND EXPENSES ASSOCIATED WITH THE ASSIGNMENT OF THE NECESSARY COMPLIMENT OF SCHOOL RESOURCE OFFICERS AT ALL PUBLIC SCHOOLS IN BROWARD COUNTY, FLORIDA.

This resolution is in support of the Broward School District funding the total costs associated with School Resource Officers (SRO).

11. CORRESPONDENCE

12. REPORT OF THE MAYOR

13. REPORT OF THE VICE MAYOR

14. REPORTS OF THE CITY COMMISSIONERS

15. REPORT OF THE CITY MANAGER

16. REPORT OF THE CITY ATTORNEY

17. ADJOURNMENT

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING

If a person decides to appeal any decision made by the Board, Agency, or Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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. (FS 286.0105)

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 535-2705 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

Mayor Veronica Edwards Phillips - Vice-Mayor Karlene Maxwell-Williams
Commissioner Tycie Causwell - Commissioner Mark Spence - Commissioner Sharon Thomas

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title
DECEMBER 12, 2022 CITY COMMISSION WORKSHOP MINUTES
Summary
Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 12/27/2022

ATTACHMENTS:

Description	Type
<input type="checkbox"/> December 12, 2022 City Commission Workshop Minutes	Minutes



City of Lauderdale Lakes
Office of the City Clerk
4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599
(954) 535-2705 - Fax (954) 535-0573

CITY COMMISSION WORKSHOP MINUTES
City Commission Chambers
December 12, 2022
5:00 PM

1. CALL TO ORDER

Mayor Veronica Edwards Phillips, called the December 12, 2022 City Commission Workshop to order at 5:00 p.m. and read the meeting instructions into the record.

2. ROLL CALL

PRESENT

Mayor Veronica Edwards Phillips
Vice Mayor Karlene Maxwell-Williams
Commissioner Mark Spence
Commissioner Sharon Thomas

ALSO PRESENT

Acting City Manager Treasa Brown Stubbs
City Attorney Sidney Calloway
Acting City Clerk Pav Benasrie-Watson
City Staff

3. DISCUSSION

REVIEW OF THE DECEMBER 12, 2022 SPECIAL CITY COMMISSION MEETING AGENDA

Acting City Manager, Treasa Brown Stubbs, reviewed the December 12, 2022 Special City Commission agenda and stated the purpose of the meeting.

Mayor Veronica Edwards Phillips, asked for an explanation about the selection process for the nominees.

City Attorney, Sidney Calloway, explained Resolution 2022-130 to the Commission. He stated that the Charter requires a majority vote. If a majority voice vote is not met then the Commission can vote by lot. Section 2-61 of the Code states that the Commission can make a determination by lot. A lot cannot be used without a motion, resolution and majority vote.

Mayor Edwards Phillips, explained the importance of getting a majority voice vote. She informed her colleagues to listen to the nominees and choose one who will enhance the commission with knowledge and experience.

City Attorney Calloway, explained that nominee selection process would be done by a roll call and the selection of a nominee by voice vote by the Mayor and each Commissioner. The Commission will then see which nominee gets three votes. If a majority vote is not met after three roll calls and voice votes, then the lot process can be used to make a determination. If more time is needed to make a decision, the item can be tabled.

Commissioner Sharon Thomas, asked if the nominees will each do a two minute presentation. She then asked if once all of the nominees have presented the Commission will then select their nominee by a voice vote.

City Attorney Calloway, confirmed that is the way the selection process will take place.

Commissioner Mark Spence, asked if the selection process had to be made at this meeting per the Charter.

City Attorney Calloway, explained that the Charter states that a selection should be made as soon as practicable, however, if the Commission needs more time then they can have it.

Commissioner Spence, stated he would like a selection to be made at this meeting.

Mayor Edwards Phillips, stated that she would like a majority voice vote to take place to avoid the lot process.

REVIEW OF THE DECEMBER 13, 2022 CITY COMMISSION MEETING AGENDA

Acting City Manager, Treasa Brown Stubbs, reviewed the December 13, 2022 City Commission agenda items:

RESOLUTION 2022-131

ITEM 9.A. ACKNOWLEDGING THE BROWARD COUNTY SUPERVISOR OF ELECTIONS' CERTIFICATION OF THE NOVEMBER 8, 2022 GENERAL ELECTION RESULTS FOR SEAT 1 AND SEAT 2 OF THE CITY OF LAUDERDALE LAKES COMMISSION.

There was no discussion on this item.

RESOLUTION 2022-132

ITEM 9.B. AUTHORIZING THAT CERTAIN STANDARD SUBGRANT AWARD AGREEMENT BETWEEN THE CITY OF LAUDERDALE LAKES AND BROWARD COUNTY ACCEPTING A GRANT ALLOCATION OF THE FISCAL YEAR 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM IN THE AMOUNT OF TWENTY-THREE THOUSAND EIGHTY-NINE AND 50/100 DOLLARS (\$23,089.50).

Director of Financial Services, Asheley Hepburn, stated that this resolution would accept the JAG grant via an MOU and a sub grant award agreement with Broward Sheriff's Office (BSO). The grant period is from October 1, 2020 to September 30, 2024 and will be used for community involvement, crime control and crime analysis.

Commissioner Sharon Thomas asked about the community involvement portion of the grant.

BSO's Lieutenant Skylar, stated that the community involvement is through a neighborhood support team where BSO attends Homeowners Association meetings, provides toy giveaways and attends other events.

Commissioner Mark Spence, asked if the funds can be used for programs for mental illness or homelessness within the City.

Lieutenant Skylar stated these particular funds will be used for crime control and community involvement.

Ms. Brown Stubbs, stated that the Commission can let BSO know how they would like the funds spent for the next grant.

Commissioner Thomas, asked if they will have to wait until after 2024 to make that determination.

Director of Financial Services, Asheley Hepburn, stated that the grant periods for 2021 and 2022 already

have developed work plans. For 2023, the Commission can decide how they would like the funds spent and present it to Broward County as they are the lead agency.

Mayor Edwards Phillips, asked about crime analysis in the City under this program.

BSO's Lieutenant Skylar, explained that the crime analysis provides daily, weekly and monthly reports with such things as areas with burglary issues and traffic issues. This would lead to an increased in police presence in these areas.

RESOLUTION 2022-133

ITEM 9.C. AUTHORIZING THAT CERTAIN STANDARD SUBGRANT AWARD AGREEMENT BETWEEN THE CITY OF LAUDERDALE LAKES AND BROWARD COUNTY ACCEPTING A GRANT ALLOCATION OF THE FISCAL YEAR 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM IN THE AMOUNT OF TWENTY-THREE THOUSAND SEVEN HUNDRED SEVENTY-THREE AND 13/100 DOLLARS (\$23,773.13).

Director of Financial Services, Asheley Hepburn, stated that this resolution will accept the JAG grant via an MOU and a sub grant award agreement with BSO who will provide crime analysis and prevention for the City. The grant period is from October 1, 2021 to September 30, 2025 and will be used for community involvement and crime control.

RESOLUTION 2022-123

ITEM 10.A. APPOINTING A CHAIRPERSON TO THE BOARD OF COMMISSIONERS OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY.

RESOLUTION 2022-124

ITEM 10.B. APPOINTING A VICE-CHAIRPERSON TO THE BOARD OF COMMISSIONERS OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY.

RESOLUTION 2022-125

ITEM 10.C. APPOINTING A DELEGATE TO THE NATIONAL LEAGUE OF CITIES FOR THE 2022-2023 YEAR.

RESOLUTION 2022-126

ITEM 10.D. APPOINTING AN ALTERNATE DELEGATE TO THE NATIONAL LEAGUE OF CITIES FOR THE 2022-2023 YEAR.

RESOLUTION 2022-127

ITEM 10.E. APPOINTING A DELEGATE TO THE FLORIDA LEAGUE OF CITIES FOR THE 2022-2023 YEAR.

RESOLUTION 2022-128

ITEM 10.F. APPOINTING AN ALTERNATE DELEGATE TO THE FLORIDA LEAGUE OF CITIES FOR THE 2022-2023 YEAR.

RESOLUTION 2022-129

ITEM 10.G. APPOINTING A DELEGATE TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION.

There was no discussion on these items as it was previously decided upon that the appointments will be made once Seat 3 has been filled.

Commissioner Mark Spence, asked if the appointments were done through a rotation or through seniority.

Mayor Edwards Phillips, stated that anyone on the Commission who had an interest in serving and expressed that interest was considered for an appointment by their colleagues.

RESOLUTION 2022-134

ITEM 10.G. AUTHORIZING THAT CERTAIN RECREATION LICENSE AGREEMENT BY AND BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF LAUDERDALE LAKES.

Acting Director of Parks and Human Services, Ericka Lockett, explained that the recreation license agreement between the School Board of Broward County (SBBC) and the City is a 20 year contract from 2023-2042. This agreement will allow SBBC to use the pedestrian roadway between VT Park and the overpass and the City would use the backfield for parking. SBBC would be responsible for the bridge and the canopy and the City would be responsible for the easement on the city side.

Commissioner Thomas, asked about the backup issues that Park Lakes Elementary has faced in the past.

Ms. Lockett stated that the backup issues are dependent on the time of day and time of the year, especially at the beginning of the school year.

Ms. Brown Stubbs stated that staff did a traffic study and they developed a plan to deal with the traffic backup.

RESOLUTION 2022-135

ITEM 10.I. AUTHORIZING THE CONTRACTS, INVOICE, PURCHASE ORDER OR PROPOSAL NECESSARY TO PROCURE ONE PIERCE CUSTOM STOCK ENFORCER PUMPER-39296 ("FIRE APPARATUS") IN AN AMOUNT NOT TO EXCEED ONE MILLION AND NO/100 DOLLARS, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THAT CERTAIN COMPETITIVELY PROCURED CONTRACT RLI#160016IC, FIRE APPARATUS, ACCESSORIES AND EQUIPMENT AWARDED BY BROWARD SHERIFF'S OFFICE ("BSO") TO TEN-8 FIRE & SAFETY, LLC, FORMERLY KNOWN AS TEN-8 FIRE EQUIPMENT, INC.

Director of Financial Services, Asheley Hepburn, stated that this resolution authorizes the purchase of a new firetruck after the previous truck was recently damaged and written off. This new firetruck will be owned by the City. The city is purchasing the firetruck through a Broward Sheriff's Office (BSO) contract as it will be available to the City faster and cost less money.

BSO Fire Chief, Kevin Gabay, stated that BSO will cover the maintenance package for the new truck and the City will not be billed.

Commissioner Spence asked if new equipment is needed.

Chief Gabay stated that 90% of the firetruck will meet BSO standards and some added equipment is needed. He stated that there will be an additional \$70,000 more needed to purchase the equipment but believes it will be lower than that. He will conduct an inventory which will provide a more reasonable monetary amount.

Vice Mayor Karlene Maxwell-Williams asked if the truck will be usable when it arrives.

Chief Gabay stated that the truck will have to be equipped after it arrives.

Mr. Hepburn assured the Commission that there is available funding for any costs related to the firetruck.

RESOLUTION 2022-136

ITEM 10.J. AUTHORIZING THE CONTRACT, INVOICE, PURCHASE ORDER OR PROPOSAL NECESSARY TO PROCURE CITYWIDE ELECTRICAL SERVICES FROM IMPERIAL ELECTRICAL, INC., IN AN AMOUNT NOT TO EXCEED EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00) PER FISCAL YEAR, AND PURSUANT TO THE TERMS AND CONDITIONS OF THAT CERTAIN CITY OF PLANTATION, CONTRACT NO. 072-21.

Mr. Hepburn explained that this is a piggyback contract from the City of Plantation. Imperial Electrical, Inc. will replace and repair certain lighting fixtures on 441 and Oakland Park Blvd. This is the most cost effective way to have these repairs and replacements done.

4. DISCUSSION OF PROPOSED ORDINANCE(S)

5. ADDITIONAL WORKSHOP ITEMS

A. DISCUSSION REGARDING THE SPONSORSHIP OF THE 2023 STATE OF THE REGION ANNUAL AWARDS DINNER

Administrative Services Director/Assistant to the City Manager, Peggy Castano, stated that the Broward Metropolitan Organization (MPO) is having its 2023 State of the Region Annual Awards dinner on February 2, 2023. Former Commissioners Levoyd and Beverly Williams will be honored with the Visionary Award. City Engineer, Masqood Nasir is the Vice Chair of the Broward MPO. There are several sponsorship packages that the City can choose from.

Discussion ensued amongst the Commission as to which package would be the best choice. Consensus was made to proceed with the \$3,000 package which covers 10 tickets (5 for Commission and 5 for staff), company identification signage at each assigned guest table, gift bag contributor, verbal recognition of sponsorship at event and a listing on their website with a link.

B. DISCUSSION REGARDING RESCHEDULING OF THE DECEMBER 26TH CITY COMMISSION WORKSHOP

Acting City Manager, Treasa Brown Stubbs, stated that the City will be closed on December 26, 2022 in observance of the Christmas holiday. A Commission Workshop would have been held on this day and she needed direction from the Commission as to how they would like to proceed.

Consensus was made to reschedule the Commission Workshop to December 27, 2022 at 5 p.m.

6. REPORTS

A. COVID-19 UPDATE

Acting City Manager, Treasa Brown Stubbs, stated that there are other viruses out there so people should continue to get vaccinated and wear masks, as needed.

B. UPDATE ON ARPA FUNDING

Director of Financial Services, Asheley Hepburn, stated that as of November 30, 2022, approximately, \$868,000 of ARPA funds have been spent. Mr. Hepburn stated that there will be an upcoming resolution authorizing the Commission to reduce the Commercial Assistance Program by \$100,000. This amount will go towards the Broward Prosperity Pilot Program.

C. PETITIONS FROM THE PUBLIC

1. Replacement for a Section of Security Wall Within Somerset Condominiums.
2. Issues with fence - Allison Hankerson

City Attorney, Sidney Calloway, stated that a privacy wall that was on City property was removed from the Somerset Condominium property during the Pulte Homes construction. The developer is ready to replace the wall. Mr. Calloway is currently working with Public Works Director, Ron

Desbrunes, on a maintenance and easement agreement and will provide the Commission with an update in the near future.

Director of Development Services, Tanya Davis-Hernandez, stated that Ms. Hankerson had issues with her property line when a shared fence was removed by her neighbors. Her neighbors submitted an application for a new fence and went through the permit approval process. The neighbors placed their fence right on their property line. This information was provided to Ms. Hankerson.

7. ADJOURNMENT

Being that there was no other business to come before the City Commission, the Workshop was adjourned at 6:30 p.m.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title
DECEMBER 12, 2022 SPECIAL CITY COMMISSION MEETING MINUTES
Summary
Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 12/27/2022

ATTACHMENTS:

Description	Type
<input type="checkbox"/> December 12, 2022 Special City Commission Meeting Minutes	Minutes



City of Lauderdale Lakes

Office of the City Clerk

4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599

(954) 535-2705 - Fax (954) 535-0573

SPECIAL CITY COMMISSION MEETING MINUTES

City Commission Chambers

December 12, 2022

7:00 PM

1. CALL TO ORDER

Mayor Veronica Edwards Phillips called the December 12, 2022, Special City Commission Meeting to order at 7:00 p.m. and read the meeting instructions into the record.

2. ROLL CALL

PRESENT

Mayor Veronica Edwards Phillips

Vice Mayor Karlene Maxwell-Williams

Commissioner Mark Spence

Commissioner Sharon Thomas

ALSO PRESENT

Acting City Manager Treasa Brown Stubbs

City Attorney Sidney Calloway

City Clerk Venice Howard

City Staff

3. STATEMENT OF PURPOSE OF THE SPECIAL MEETING

A. STATEMENT OF PURPOSE

A Special City Commission Meeting has been called to appoint a successor City Commissioner following a vacancy In Office Of City Commission Seat 3.

Mayor Edwards Phillips read the Statement of Purpose for the special meeting and asked for motion to accept public comment.

Vice Mayor Karlene Maxwell-Williams made a motion to accept public comment.

Mayor Edwards Phillips asked for a roll call:

FOR: Mayor Veronica Edwards Phillips, Vice Mayor Karlene Maxwell-Williams, Commissioner Mark Spence, Commissioner Sharon Thomas

Motion passed: 4-0

Public comments were made as follows:

Storm McCullough, Meredith McCleary, Levoyd Williams, Krystal Hall Shivers, Trenell Jones, and Roosevelt McClary spoke in favor of Nethel Stephens and recommended her as the best candidate for the

seat.

4. CONSIDERATION OF BUSINESS CONTAINED IN THE CALL FOR SPECIAL MEETING

A. RESOLUTION 2022-130 APPOINTING SUCCESSOR CITY COMMISSIONER FOLLOWING VACANCY IN OFFICE OF CITY COMMISSION SEAT 3

This resolution appoints a successor City Commissioner following the vacancy In Office Of City Commission Seat 3.

City Attorney, Sidney Calloway, read Resolution 2022-130 by title:

Resolution 2022-130

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA APPOINTING SUCCESSOR CITY COMMISSIONER FOLLOWING VACANCY IN OFFICE OF CITY COMMISSION SEAT 3, RESULTING FROM VACANCY IN THE OFFICE OF MAYOR; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Mark Spence made a motion to move Resolution 2022-130 to the floor for discussion.

FOR: Mayor Veronica Edwards Phillips, Vice Mayor Karlene Maxwell-Williams, Commissioner Mark Spence, Commissioner Sharon Thomas

City Attorney Calloway explained that the process discussed was to hear two minute presentations from the nominees following deliberation from the City Commission. He also explained that the resolution has to be approved by a majority vote. The first step of the process, after the deliberation, is to elect a commissioner from among the persons nominated by call of the roll and voice vote. The person receiving the majority of the votes will be declared elected to the Commission.

Each nominee was called by the City Clerk to provide a presentation as follows:

Cristal Adams Cotmon
Floyd Amos
Jorge Campos (was not present)
Tycie Causwell
Marilyn Davis
Betty Holloway
Phara Lassin
Barbara Smith
Nethel Stephens
Althea Williams (was not present)
Janine Young

The following individuals were nominated:

Mayor Edwards Phillips nominated Marilyn Davis
Vice Mayor Maxwell-Williams nominated Cristal Cotmon
Commissioner Spence nominated Tycie Causwell
Commissioner Thomas nominated Janine Young

Being that a majority vote was not attained, City Attorney Calloway asked if a commissioner wanted to change their vote to get to a majority.

The following individuals were nominated:

Vice Mayor Maxwell-Williams nominated Cristal Cotmon
Commissioner Spence nominated Tycie Causwell
Commissioner Thomas nominated Tycie Causwell

Mayor Edwards Phillips nominated Marilyn Davis

Being that there a majority vote was not attained, nominations were presented as follows:

Commissioner Spence nominated Tycie Causwell
Commissioner Thomas nominated Tycie Causwell
Mayor Edwards Phillips nominated Marilyn Davis
Vice Mayor Maxwell-Williams nominated Tycie Causwell

Mayor Edwards Phillips announced that Tycie Causwell has a majority vote.

Mayor Edwards Phillips called for a motion to approve 2022-130 appointing Tycie Causwell to fill the vacancy in office of City Commission Seat 3.

Vice Mayor Karlene Maxwell-Williams made a motion to approve 2022-130 appointing Tycie Causwell to fill the vacancy in office of City Commission Seat 3.

FOR: Vice Mayor Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Mark Spence, Commissioner Sharon Thomas

Motion passed: 4-0

Tycie Causwell was sworn in my County Commissioner Hazelle Rogers.

Commissioner Tycie Causwell said that she was humbled to be selected as City Commissioner and expressed her appreciation.

5. CONSIDERATION OF OTHER MATTERS BY UNANIMOUS CONSENT

6. ADJOURNMENT

Being that there was no other business to come before the City Commission, the meeting adjourned at 8:03 p.m.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

CITY OF LAUDERDALE LAKES

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Description	Type
<input type="checkbox"/> December 13, 2022 City Commission Meeting Minutes	Minutes



City of Lauderdale Lakes
Office of the City Clerk
4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599
(954) 535-2705 - Fax (954) 535-0573

CITY COMMISSION MEETING MINUTES
City Commission Chambers
December 13, 2022
7:00 PM

1. CALL TO ORDER

Mayor Veronica Edwards Phillips, called the December 13, 2022, City Commission Meeting to order at 7:00 p.m.

2. ROLL CALL

PRESENT

Mayor Veronica Edwards Phillips
Vice Mayor Karlene Maxwell-Williams
Commissioner Tycie Causwell
Commissioner Mark Spence
Commissioner Sharon Thomas

ALSO PRESENT

Acting City Manager Treasa Brown Stubbs
City Attorney Sidney Calloway
City Clerk Venice Howard
City Staff

3. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was provided by Reverend Frank Johnson, Historic First Baptist Church Piney Grove.

The Pledge of Allegiance was led by Commissioner Tycie Causwell.

4. PROCLAMATIONS/PRESENTATIONS

5. APPROVAL OF MINUTES FROM PREVIOUS MEETING

- A.** NOVEMBER 14, 2022 CITY COMMISSION WORKSHOP MINUTES
- B.** NOVEMBER 15, 2022 CITY COMMISSION MEETING MINUTES
- C.** NOVEMBER 22, 2022 CITY COMMISSION WORKSHOP MINUTES
- D.** NOVEMBER 22, 2022 CITY COMMISSION MEETING MINUTES

Vice Mayor Maxwell-Williams made a motion to approve the November 14, 2022, City Commission Workshop minutes, the November 15, 2022, City Commission Meeting minutes, the November 22, 2022, City Commissioner Workshop minutes, and the November 22, City Commission Meeting minutes.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Veronica Edwards Phillips, Vice Mayor Karlene Maxwell-Williams, Commissioner Tycie Causwell, Commissioner Mark Spence, Commissioner Sharon Thomas

Motion passed: 5-0

6. PETITIONS FROM THE PUBLIC

Public comment was made by Cheretha Ferguson in regard to the recent election processes. She expressed her displeasure in how the resignation of the mayor and election of the new city commissioner was recently handled.

7. CONSIDERATION OF ORDINANCES ON SECOND READING

8. CONSIDERATION OF ORDINANCES ON FIRST READING

9. CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA

A. RESOLUTION 2022-131 CONFIRMING CERTIFICATION OF NOVEMBER 8, 2022 GENERAL ELECTION RESULTS

The Municipal Election was held on Tuesday, November 8, 2022, as required by law.

B. RESOLUTION 2022-132 ACCEPTING AN ALLOCATION OF THE FISCAL YEAR 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT ("JAG") PROGRAM FROM BROWARD COUNTY IN THE AMOUNT OF TWENTY-THREE THOUSAND AND EIGHTY-NINE AND 50/100 (\$23,089.50) DOLLARS

This Resolution would approve the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) allocation. The City of Lauderdale Lakes is requesting \$23,089.50 of the JAG Grant funds to promote safety and community involvement by providing funds primarily for crime reduction and community safety operations and crime analysis support.

C. RESOLUTION 2022-133 ACCEPTING AN ALLOCATION OF THE FISCAL YEAR 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT ("JAG") PROGRAM FROM BROWARD COUNTY IN THE AMOUNT OF TWENTY-THREE THOUSAND SEVEN HUNDRED AND SEVENTY-THREE AND 13/100 (\$23,773.13) DOLLARS

This Resolution would approve the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) allocation. The City of Lauderdale Lakes is requesting \$23,773.13 of the JAG Grant funds to promote safety and community involvement by providing funds primarily for crime reduction and community safety operations and crime analysis support.

City Attorney, Sidney Calloway, read Resolution 2022-131, 2022-132 and 2022-133 by title:

Resolution 2022-131

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA ACKNOWLEDGING THE BROWARD COUNTY SUPERVISOR OF ELECTIONS' CERTIFICATION OF THE NOVEMBER 8, 2022 GENERAL ELECTION RESULTS FOR SEAT 1 AND SEAT 2 OF THE CITY OF LAUDERDALE LAKES COMMISSION, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A, AND A COPY WHICH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Resolution 2022-132

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN STANDARD SUBGRANT AWARD AGREEMENT BETWEEN THE CITY OF LAUDERDALE LAKES AND BROWARD COUNTY ACCEPTING A GRANT ALLOCATION OF THE FISCAL YEAR 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM IN THE AMOUNT OF TWENTY-THREE THOUSAND EIGHTY-NINE AND 50/100 DOLLARS (\$23,089.50); FURTHER AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT FOR FY21 MEMORANDUM OF UNDERSTANDING; COPIES OF WHICH ARE ATTACHED HERETO AS EXHIBIT A AND EXHIBIT B, RESPECTIVELY, AND DRAFT COPIES OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Resolution 2022-133

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN STANDARD SUBGRANT AWARD AGREEMENT BETWEEN THE CITY OF LAUDERDALE LAKES AND BROWARD COUNTY ACCEPTING A GRANT ALLOCATION OF THE FISCAL YEAR 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM IN THE AMOUNT OF TWENTY-THREE THOUSAND SEVEN HUNDRED SEVENTY-THREE AND 13/100 DOLLARS (\$23,773.13); FURTHER AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT FOR FY22 MEMORANDUM OF UNDERSTANDING; COPIES OF WHICH ARE ATTACHED HERETO AS EXHIBIT A AND EXHIBIT B, RESPECTIVELY, AND DRAFT COPIES OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Karlene Maxwell-Williams made a motion to approve Resolution 2022-131, 2022-132 and 2022-133.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Veronica Edwards Phillips, Vice Mayor Karlene Maxwell-Williams, Commissioner Tycie Causwell, Commissioner Mark Spence, Commissioner Sharon Thomas

Motion passed: 5-0

10. CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

A. RESOLUTION 2022-123 APPOINTING A CHAIRPERSON TO THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY (CRA)

This Resolution serves to appoint a Chairperson to the Lauderdale Lakes Community Redevelopment Agency (CRA).

City Attorney, Sidney Calloway, read Resolution 2022-123 by title.

Resolution 2022-123

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA APPOINTING A CHAIRPERSON TO THE BOARD OF COMMISSIONERS OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Maxwell-Williams made a motion to move Resolution 2022-123 to the floor for discussion.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Veronica Edwards Phillips, Vice Mayor Karlene Maxwell-Williams, Commissioner Tycie Causwell, Commissioner Mark Spence, Commissioner Sharon Thomas

Mayor Edwards Phillips advised that she would like to assume the office of CRA Chairperson.

Commissioner Thomas made a motion to approve Resolution 2022-123 appointing Mayor Edwards Phillips as Chairperson of the CRA.

Roll call:

FOR: Mayor Veronica Edwards Phillips, Vice Mayor Karlene Maxwell-Williams, Commissioner Tycie Causwell, Commissioner Mark Spence, Commissioner Sharon Thomas

Motion passed: 5-0

B. RESOLUTION 2022-124 APPOINTING A VICE CHAIRPERSON TO THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT ASSOCIATION (CRA)

This Resolution serves to appoint a Vice Chairperson to the CRA.

City Attorney, Sidney Calloway, read Resolution 2022-124 by title.

Resolution 2022-124

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, APPOINTING A VICE-CHAIRPERSON TO THE BOARD OF COMMISSIONERS OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Maxwell-Williams made a motion to move Resolution 2022-124 to the floor for discussion.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Veronica Edwards Phillips, Vice Mayor Karlene Maxwell-Williams, Commissioner Tycie Causwell, Commissioner Mark Spence, Commissioner Sharon Thomas

Vice Mayor Maxwell Williams nominated herself for the office of CRA Vice Chairperson.

Vice Mayor Karlene Maxwell-Williams made a motion to approve Resolution 2022-124 appointing Vice Mayor Karlene Maxwell-Williams as Vice Chairperson of the CRA.

Roll call:

FOR: Mayor Veronica Edwards Phillips, Vice Mayor Karlene Maxwell-Williams, Commissioner Tycie Causwell, Commissioner Mark Spence, Commissioner Sharon Thomas

Motion passed: 5-0

C. RESOLUTION 2022-125 APPOINTING A DELEGATE TO THE NATIONAL LEAGUE OF CITIES (NLC)

This Resolution serves to appoint a Delegate to the National League of Cities (NLC).

City Attorney, Sidney Calloway, read Resolution 2022-125 by title.

Resolution 2022-125

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA APPOINTING A DELEGATE TO THE NATIONAL LEAGUE OF CITIES FOR THE 2022-2023 YEAR; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Maxwell-Williams made a motion to move Resolution 2022-125 to the floor for discussion.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Veronica Edwards Phillips, Vice Mayor Karlene Maxwell-Williams, Commissioner Tycie Causwell, Commissioner Mark Spence, Commissioner Sharon Thomas

Vice Mayor Maxwell-Williams nominated herself as Delegate to the National League of Cities.

Vice Mayor Maxwell-Williams made a motion to approve Resolution 2022-124 appointing Vice Mayor Karlene Maxwell-Williams as Delegate to the National League of Cities.

Roll call:

FOR: Mayor Veronica Edwards Phillips, Vice Mayor Karlene Maxwell-Williams, Commissioner Tycie Causwell, Commissioner Mark Spence, Commissioner Sharon Thomas

D. RESOLUTION 2022-126 APPOINTING AN ALTERNATE DELEGATE TO THE NATIONAL LEAGUE OF CITIES (NLC)

This resolution serves to appoint an Alternate Delegate to the National League of Cities.

City Attorney, Sidney Calloway, read Resolution 2022-126 by title.

Resolution 2022-126

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA APPOINTING AN ALTERNATE DELEGATE TO THE NATIONAL LEAGUE OF CITIES FOR THE 2022-2023 YEAR; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Maxwell-Williams made a motion to move Resolution 2022-126 to the floor for discussion.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Veronica Edwards Phillips, Vice Mayor Karlene Maxwell-Williams, Commissioner Tycie Causwell, Commissioner Mark Spence, Commissioner Sharon Thomas

Vice Mayor Maxwell-Williams nominated Commissioner Mark Spence who declined the nomination.

Vice Mayor Maxwell Williams withdrew her nomination.

Commissioner Causwell nominated Commissioner Sharon Thomas.

Vice Mayor Maxwell Williams made a motion to approve Resolution 2022-126 appointing Commissioner Sharon Thomas as Alternate Delegate to the National League of Cities.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Veronica Edwards Phillips, Vice Mayor Karlene Maxwell-Williams, Commissioner Tycie Causwell, Commissioner Mark Spence, Commissioner Sharon Thomas

E. RESOLUTION 2022-127 APPOINTING A DELEGATE TO THE FLORIDA LEAGUE OF CITIES (FLC)

This Resolution serves to appoint a Delegate to the Florida League of Cities' (FLC).

City Attorney, Sidney Calloway, read Resolution 2022-127 by title.

Resolution 2022-127

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA APPOINTING A DELEGATE TO THE FLORIDA LEAGUE OF CITIES FOR THE 2022-2023 YEAR; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Maxwell-Williams made a motion to move Resolution 2022-127 to the floor for discussion.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Veronica Edwards Phillips, Vice Mayor Karlene Maxwell-Williams, Commissioner Tycie Causwell, Commissioner Mark Spence, Commissioner Sharon Thomas

Mayor Edwards Phillips nominated herself as Delegate to the Florida League of Cities.

Commissioner Spence nominated himself as Delegate to the Florida League of Cities.

Commissioner Thomas made a motion to approve Resolution 2022-127 appointing Mayor Edwards Phillips as Delegate to the Florida League of Cities. The motion was seconded by Mayor Edwards Phillips.

Roll call:

FOR: Mayor Veronica Edwards Phillips, Vice Mayor Karlene Maxwell-Williams, Commissioner Tycie Causwell, Commissioner Sharon Thomas

AGAINST: Commissioner Mark Spence

Motion passed: 4-1

F. RESOLUTION 2022-128 APPOINTING AN ALTERNATE DELEGATE TO THE FLORIDA LEAGUE OF CITIES (FLC)

This Resolution serves to appoint an Alternate Delegate to the Florida League of Cities (FLC).

City Attorney, Sidney Calloway, read Resolution 2022-128 by title.

Resolution 2022-128

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA APPOINTING AN ALTERNATE DELEGATE TO THE FLORIDA LEAGUE OF CITIES FOR THE 2022-2023 YEAR; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Maxwell-Williams made a motion to move Resolution 2022-128 to the floor for discussion.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Veronica Edwards Phillips, Vice Mayor Karlene Maxwell-Williams, Commissioner Tycie Causwell, Commissioner Mark Spence, Commissioner Sharon Thomas

Mayor Edwards Phillips made a motion to approve Resolution 2022-128 appointing Commissioner Mark Spence as Alternate Delegate to the National League of Cities.

Roll call:

FOR: Mayor Veronica Edwards Phillips, Vice Mayor Karlene Maxwell-Williams, Commissioner Tycie Causwell, Commissioner Mark Spence, Commissioner Sharon Thomas

Motion passed: 5-0

G. RESOLUTION 2022-129 APPOINTING A DELEGATE TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION (BMPO)

This resolution appoints a Delegate to the Metropolitan Planning Organization.

City Attorney, Sidney Calloway, read Resolution 2022-129 by title.

Resolution 2022-129

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA APPOINTING A DELEGATE TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Maxwell-Williams made a motion to move Resolution 2022-129 to the floor for discussion.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Veronica Edwards Phillips, Vice Mayor Karlene Maxwell-Williams, Commissioner Tycie Causwell, Commissioner Mark Spence, Commissioner Sharon Thomas

Vice Mayor Maxwell-Williams nominated herself as Broward MPO Delegate.

Commissioner Thomas nominated Commissioner Tycie Causwell.

Mayor Edwards Phillips nominated Commissioner Sharon Thomas.

Commissioner Thomas declined the nomination.

Vice Mayor Maxwell-Williams withdrew her nomination.

Vice Mayor Maxwell-Williams made a motion to approve Resolution 2022-129 appointing Commissioner Tycie Causwell as Broward MPO Delegate.

Roll call:

FOR: Mayor Veronica Edwards Phillips, Vice Mayor Karlene Maxwell-Williams, Commissioner Tycie Causwell, Commissioner Mark Spence, Commissioner Sharon Thomas

Motion passes: 5-0

H. RESOLUTION 2022-134 AUTHORIZING THE RECREATIONAL LICENSE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY AND CITY OF LAUDERDALE LAKES

This resolution authorizes the adoption of the Recreation License Agreement effective December 17, 2022 through December 31, 2042 between the School Board of Broward County and the City of Lauderdale Lakes.

City Attorney, Sidney Calloway, read Resolution 2022-134 by title.

Resolution 2022-134

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN RECREATION LICENSE AGREEMENT BY AND BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF LAUDERDALE LAKES, FLORIDA; A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A, AND A DRAFT COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Maxwell-Williams made a motion to move Resolution 2022-134 to the floor for discussion.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Veronica Edwards Phillips, Vice Mayor Karlene Maxwell-Williams, Commissioner Tycie Causwell, Commissioner Mark Spence, Commissioner Sharon Thomas

Acting City Manager, Treasa Brown Stubbs, explained that the item is a reciprocal 20 year Recreation License Agreement between the School Board of Broward County, Park Lakes Elementary School and the City of Lauderdale Lakes for use of facilities.

Acting Director of Parks and Human Services, Ericka Lockett, explained that this is an ongoing agreement for a 20 year period from 2022-2042.

Vice Mayor Maxwell-Williams, made a motion to approve Resolution 2022-134.

Roll call:

FOR: Mayor Veronica Edwards Phillips, Vice Mayor Karlene Maxwell-Williams, Commissioner Tycie Causwell, Commissioner Mark Spence, Commissioner Sharon Thomas

Motion passes: 5-0

- I. RESOLUTION 2022-135 AUTHORIZING PURCHASE OF THE PIERCE CUSTOM STOCK ENFORCER PUMPER-39296 FROM TEN-8 FIRE & SAFETY, LLC, FORMERLY TEN-8 FIRE EQUIPMENT, INC. CONTRACT NO. RLI#160016IC, FIRE APPARATUS, ACCESSORIES AND EQUIPMENT, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CONTRACT AWARDED BY BROWARD SHERIFF'S OFFICE (BSO) IN THE AMOUNT OF \$1 MILLION

This Resolution authorizes the purchase of the Fire Appartus, known as the Pierce Custom stock Enforcer Pumper - 39296 from Ten-8 Fire & Safety, LLC in accordance with the contract RLI#160016IC, Fire Apparatus, Accessories and Equipment awarded by Broward Sheriff's Office (BSO) in an amount of \$1 million.

City Attorney, Sidney Calloway, read Resolution 2022-135 by title.

Resolution 2022-135

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, SUCH CONTRACTS, INVOICE, PURCHASE ORDER OR PROPOSAL NECESSARY TO PROCURE ONE PIERCE CUSTOM STOCK ENFORCER PUMPER-39296 ("FIRE APPARATUS") IN AN AMOUNT NOT TO EXCEED ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) PURSUANT TO ARTICLE XIII, SECTION 82-358(f) OF THE CITY OF LAUDERDALE LAKES PROCUREMENT CODE, AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THAT CERTAIN COMPETITIVELY PROCURED CONTRACT RLI#160016IC, FIRE APPARATUS, ACCESSORIES AND EQUIPMENT

AWARDED BY BROWARD SHERIFF'S OFFICE ("BSO") TO TEN-8 FIRE & SAFETY, LLC, FORMERLY KNOWN AS TEN-8 FIRE EQUIPMENT, INC. ("CONTRACT"); A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A, AND A COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Maxwell-Williams made a motion to move Resolution 2022-135 to the floor for discussion.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Veronica Edwards Phillips, Vice Mayor Karlene Maxwell-Williams, Commissioner Tycie Causwell, Commissioner Mark Spence, Commissioner Sharon Thomas

Acting City Manager, Brown Stubbs, advised that this is a fire truck purchase for the City of Lauderdale Lakes through Broward Sheriff's Office.

Vice Mayor Maxwell-Williams made a motion to approve Resolution 2022-135.

Roll call:

FOR: Mayor Veronica Edwards Phillips, Vice Mayor Karlene Maxwell-Williams, Commissioner Tycie Causwell, Commissioner Mark Spence, Commissioner Sharon Thomas

- J.** RESOLUTION 2022-136 AUTHORIZING THE ACTING CITY MANAGER TO UTILIZE IMPERIAL ELECTRICAL INC. FOR THE CITYWIDE ELECTRICAL SERVICES IN ACCORDANCE WITH THE CITY OF PLANTATION, FLORIDA CONTRACT NO. 072-21, IN AN AMOUNT NOT TO EXCEED EIGHTY THOUSAND DOLLARS (\$80,000) PER FISCAL YEAR PER THE PROCUREMENT CODE 82-358 (F).

This resolution authorizes the use of the Contract No. 072-21 with Imperial Electrical, Inc., to provide general electrical services throughout the City in accordance with the piggyback contract awarded by the City of Plantation, Florida, in an amount not to exceed \$80,000 per fiscal year.

City Attorney, Sidney Calloway, read Resolution 2022-136 by title.

Resolution 2022-136

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, SUCH CONTRACT, INVOICE, PURCHASE ORDER OR PROPOSAL NECESSARY TO PROCURE CITYWIDE ELECTRICAL SERVICES FROM IMPERIAL ELECTRICAL, INC., IN AN AMOUNT NOT TO EXCEED EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00) PER FISCAL YEAR, IN ACCORDANCE WITH SECTION 82-358(f) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AND PURSUANT TO THE TERMS AND CONDITIONS OF THAT CERTAIN CITY OF PLANTATION, CONTRACT NO. 072-21; A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A, AND A COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Thomas made a motion to move Resolution 2022-136 to the floor for discussion, seconded by Vice Mayor Maxwell-Williams.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Veronica Edwards Phillips, Vice Mayor Karlene Maxwell-Williams, Commissioner Tycie Causwell, Commissioner Mark Spence, Commissioner Sharon Thomas

Acting City Manager, Brown Stubbs, explained that this is a piggyback agreement with the City of Plantation to use Imperial Electrical Inc. for electrical services.

Vice Mayor Maxwell-Williams made a motion to approve Resolution 2022-136.

Roll call:

FOR: Mayor Veronica Edwards Phillips, Vice Mayor Karlene Maxwell-Williams, Commissioner Tycie Causwell, Commissioner Mark Spence, Commissioner Sharon Thomas

11. CORRESPONDENCE

There was none.

12. REPORT OF THE MAYOR

Mayor Edwards Phillips thanked Reverend Johnson for the invocation and thanked his wife for attending as well. She spoke about the Tree Lighting Ceremony. She welcomed the new city commissioners and acknowledged the vice mayor. She expressed her excitement serving with her colleagues. She expressed her appreciation to staff for the work they do. Lastly, she thanked the audience for attending.

13. REPORT OF THE VICE MAYOR

Vice Mayor Maxwell-Williams welcomed the new commissioners and wished everyone a happy holiday.

14. REMARKS OF THE COMMISSIONERS

Commissioner Spence announced that he will not be present at the next City Commission meeting. He expressed holiday wishes and said that he is looking forward to working with everyone.

Commissioner Thomas expressed her excitement being amongst the commissioners and said that she is looking forward to working together. She spoke about the Tree Lighting Ceremony and Angel Tree Program. Lastly, she wished all a happy holiday.

Commissioner Causwell thanked the City Commissioners for believing in her and said that she will do her best for the City. She wished all a happy holiday.

15. REPORT OF THE CITY MANAGER

Acting City Manager Brown Stubbs spoke about the Tree Lighting Ceremony and Angel Tree Program. She went on to talk about upcoming events and programs available to businesses and residents. She also announced the City being closed on December 26th in observance of the Christmas holiday. The City Commission Workshop will take place at 5:00 p.m. on December 27 followed by the City Commission Meeting.

16. REPORT OF THE CITY ATTORNEY

City Attorney Calloway congratulated the new commissioners and announced the upcoming orientation on December 21st.

17. ADJOURNMENT

Being that there was no other business to come before the City Commission, the meeting adjourned at 8:05 p.m.

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title

RESOLUTION 2022-137 AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF LAUDERDALE LAKES TO ACCEPT THE RESILIENT FLORIDA GRANT PROGRAM FOR THE FIRE STATION 37 HARDENING PROJECT.

Summary

This resolution is to execute an agreement with the Florida Department of Environmental Protection Agency which provides funding for the Fire Station 37 Hardening project as part of Florida Resilient Grant program.

Staff Recommendation

Background:

In April 2022, the City of Lauderdale Lakes was awarded the amount of 3 million dollars by the Florida Department of Environmental Protection Agency (FDEP) as part of the Resilient Florida Grant Program designed to help planning and development of projects that improve community resiliency to the impacts of flooding, sea level rise and changes in the climate.

This grant which requires a 50% match from the City will provide funding for the construction of a new Fire Station within the City Municipal Complex. The total cost of the project is expected to be 6 million dollars.

FDEP submitted the attached agreement in order to begin disbursement of funds and proceed with the project. The grant is set to expire on June 30th, 2025.

Staff recommend the City Commission to approve the resolution.

Funding Source:

This project was approved in the FY2023 budget.

Fiscal Impact:

City funds match in the amount of \$3,000,000 are required as part of the agreement.

Sponsor Name/Department: Ronald Desbrunes, P.E. Public Works Director

Meeting Date: 12/27/2022

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution 2022-137 - Florida Resilient Grant for Fire Station 37 Project	Resolution
<input type="checkbox"/> Agreement	Exhibit
<input type="checkbox"/> Location Map	Backup Material

RESOLUTION 2022-137

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN STANDARD GRANT AGREEMENT BETWEEN THE CITY OF LAUDERDALE LAKES AND THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, INCLUDING APPROVAL OF MATCHING FUNDING IN THE AMOUNT OF THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00); A COPY OF WHICH IS ATTACHED HERETO AS **EXHIBIT A**, AND A DRAFT COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Environmental Protection ("FDEP") has awarded the City of Lauderdale Lakes ("City") funding from the Resilient Florida Programs in the amount of Three Million and No/100 Dollars (\$3,000,000.00) for the Fire Station 37 Hardening Project (the "Project");

WHEREAS, the scope of the Project includes the pre-design study, design and permitting, and construction of a new City-owned fire station outside of a designated flood zone and constructed to withstand hurricane force winds as set forth in the Standard Grant Agreement (the "Agreement"), a copy of which is attached hereto as **Exhibit A**;

WHEREAS, pursuant to the terms of the Agreement, the City is required to providing matching FDEP's funds in the amount of Three Million and No/100 Dollars (\$3,000,000.00), to provide for total funding of Six Million and No/100 Dollars (\$6,000,000.00) for the Project; and

WHEREAS, the City wishes to accept the grant funds and enter into an Agreement with FDEP for the Fire Station 37 Hardening Project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

1 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
2 confirmed as being true, and the same are hereby made a part of this Resolution.

3 SECTION 2. AUTHORITY: The City Commission of Lauderdale Lakes hereby authorizes
4 and directs the Mayor and the City Clerk to execute and attest, respectively, that certain Standard
5 Grant Agreement Between the City of Lauderdale Lakes and the State of Florida Department of
6 Environmental Protection, in substantially the form as attached hereto as **Exhibit A**, and
7 incorporated herein by reference; and further approves and authorize the City's expenditure of
8 matching funds for the Project in the amount of Three Million and No/100 Dollars
9 (\$3,000,000.00).

10 SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk, through the Acting City
11 Manager, is hereby authorized obtain three (3) executed copies of the Agreement with one (1)
12 copy of the Agreement to be directed to the State of Florida Department of Environmental
13 Protection; with one (1) copy to be maintained by the City; and with one (1) copy directed to the
14 Office of the City Attorney.

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SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD DECEMBER 27, 2022.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Ronald Desbrunes, P.E., Director of Public Works

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Mark Spence	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Fire Station 37 Hardening	Agreement Number: 22SRP23
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)	
Grantee Name: City of Lauderdale Lakes	Entity Type: Local Government
Grantee Address: 4300 NW 36th Street, Lauderdale Lakes, Florida 33319	FEID: 59-0974050 (Grantee)
3. Agreement Begin Date: 7/1/2022	Date of Expiration: 6/30/2025

4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): Broward County
Project Description: The project will relocate and construct a new City-owned fire station that is outside of a flood zone and constructed to withstand hurricane force winds.	

5. Total Amount of Funding: \$ 3,000,000.00	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	FY 2022/2023 GAA Line Item #1775A	\$ 3,000,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input checked="" type="checkbox"/> Grantee Match		\$ 3,000,000.00
Total Amount of Funding + Grantee Match, if any:			\$ 6,000,000.00

6. Department's Grant Manager Name: George Frisby <div style="text-align:right">or successor</div> Address: Resilient Florida Program 2600 Blair Stone Road, MS235 Tallahassee, Florida 32399 Phone: 850-245-8332 Email: George.Frisby@FloridaDEP.gov	Grantee's Grant Manager Name: Heidi Brocks <div style="text-align:right">or successor</div> Address: City of Lauderdale Lakes 4300 NW 36th Street Lauderdale Lakes, Florida 33319 Phone: 954-535-2820 Email: heidib@lauderdalelakes.org
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Lauderdale Lakes

GRANTEE

By _____
(Authorized Signature) Date Signed

Treasa Brown-Stubbs, Acting City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, George Frisby

DEP QC Reviewer, Jeremy Jimenez

Local Sponsor may add additional signatures if needed below.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Attachment 1

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Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

Attachment 1

- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
- i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

28. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

Attachment 1

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- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22SRP23**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Fire Station 37 Hardening The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing 3,000,000.00 through cash or third party in-kind towards the project funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section

908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22SRP23**

ATTACHMENT 3

PROJECT TITLE: Fire Station 37 Hardening

PROJECT LOCATION: The Project is located in the City of Lauderdale Lakes within Broward County, Florida.

PROJECT DESCRIPTION:

The City of Lauderdale Lakes (Grantee) will conduct the Fire Station 37 Hardening Project (Project) to include the relocation and construction of a new City-owned fire rescue and emergency medical services facility that is outside of a flood zone. The Project includes the construction of a 12,578 square foot emergency facility that can withstand wind speed up to 185 miles per hour. The Project includes a pre-design study, design, permitting, and construction.

TASKS AND DELIVERABLES:

Task 1: Pre-Design Study

Description: The Grantee will perform a pre-design or feasibility study of the Fire Station 37 Hardening Project and produce a final pre-design or feasibility study report that will detail the scope of the problem in the Project area, outline design options, and identify the tasks required to complete a resolution to the problem. If the Project is located within the “coastal building zone” designated pursuant to Section 161.551, Florida Statutes, and Chapter 62S-7, Florida Administrative Code, the Grantee will perform a Sea Level Impact Projection study

Deliverables: The Grantee will submit the following: 1) all final pre-design documents; 2) feasibility study report or comparable certificate of completion, signed by a Florida-registered Professional Engineer; and 3) if applicable for the Project, the Sea Level Impact Projection study report.

Task 2: Design and Permitting

Description: The Grantee will complete the engineering and design of the Fire Station 37 Hardening Project, to include the relocation and construction of a 12,578 square foot emergency facility that can withstand wind speed up to 185 miles per hour and is located outside of a flood zone. The Grantee will also obtain all necessary permits for construction of the Project. Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit its work products to the appropriate state or federal regulatory agencies.

Deliverables: The Grantee will submit all final design documents as signed by a Florida-registered Professional Engineer and/or Architect. The Grantee will also submit final permit documents from all appropriate permitting agencies.

Task 3: Construction

Description: The Grantee will complete the construction of the Fire Station 37 Hardening Project, to include the relocation and construction of a 12,578 square foot emergency facility that can withstand wind speed up to 185 miles per hour and is located outside of a flood zone, in accordance with the construction contract documents and plans. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all state or federal permits.

Deliverables: The Grantee will submit 1) a copy of the final design and record (as-built) drawings; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 3) a signed Engineer's Certification of Payment Request; and 4) when construction is complete, a Certificate of Occupancy (if applicable) and a Certificate of Completion signed by a Florida-registered Professional Engineer.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s). Upon review and written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with payment request submittal.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than quarterly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department's receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Pre-Design Study	Contractual Services	\$16,000	\$16,000	\$32,000	7/1/2022	6/31/2025
2	Design and Permitting	Contractual Services	\$331,000	\$331,000	\$662,000	7/1/2022	6/31/2025
3	Construction	Contractual Services	\$2,653,000	\$2,653,000	\$5,306,000	7/1/2022	6/31/2025
Total:			\$3,000,000	\$3,000,000	\$6,000,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A					
Federal Program B					

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
Federal Program A	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 22.23	37.098	Resilient Florida Programs	\$3,000,000 140065
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$3,000,000
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Attachment 5, Exhibit 1
7 of 7

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
2. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3 (Grant Work Plan), and all other applicable attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Resilient Florida Program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of this Agreement's end date and notify the Grantee in writing if determined ineligible. If the failure to perform in accordance with the terms and conditions set forth in this Agreement is due to the Grantee's contractor or subcontractor(s), then the Grantee should submit that documentation in writing to the Department's Grant Manager.
3. Additional Documentation for Contractual Costs. In addition to the documentation requirements in paragraph 11 of Attachment 2 (Subcontracting), and in paragraph 9.c. of Attachment 1 (Contractual Costs (Subcontractors)), Grantee shall provide the following for all subcontractual agreements that the Grantee executes for this project:
 - a. A valid link or documentation that outlines their entity's procurement processes as required in Attachment 1, paragraph 9.c; and
 - b. A certification statement signed by the Grantee's designated grant manager indicating the procurement process that was utilized per their entities' policies and procedures for all subcontractors. The certification must include a listing of all subcontractor quotes/bids amounts, along with the company name, address, and the details of how and why they made their determinations for those subcontractors that were selected and utilized for this Agreement.
4. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
5. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
6. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
7. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which

can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

The next printed line must identify the month and year of the publication.

8. Final Project Report. The Grantee shall submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Resilient Florida Program
Progress Report Form

Exhibit A

DEP Agreement No.:	22SRP23		
Project Title:	Fire Station 37 Hardening		
Grantee Name:	City of Lauderdale Lakes		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:	(MM/DD/YYYY – MM/DD/YYYY)		
<p>INSTRUCTIONS: Provide the following information for all tasks and deliverables identified in Attachment 3, Grant Work Plan: Description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and percentage of the work that has been completed to date.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:</p> <p>Task 2: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:</p> <p>Task 3: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:</p> <p>Task 4: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:</p>			

This report is submitted in accordance with the reporting requirements of the above DEP Agreement No. and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (or successor)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F
DEP AGREEMENT NO. 22SRP23

FIRE STATION 37 HARDENING

City of Lauderdale Lakes

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable. Identify successful outcomes, areas for improvement, and quantifiable metrics as a result of the project.

Part IV. Further Recommendations

Instructions for completing Attachment F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 22SRP23

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: (____) _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ Date: _____

Photo/video/audio/artwork/recording
file name(s): _____

Location of photo/video/audio
recording/artwork: _____

Name of person accepting Work submission _____

Exhibit G, DEP Agreement #: 22SRP23

11/19/2021

Page 1 of 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22SRP23

Project Title: Fire Station 37 Hardening

Grantee: City of Lauderdale Lakes

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

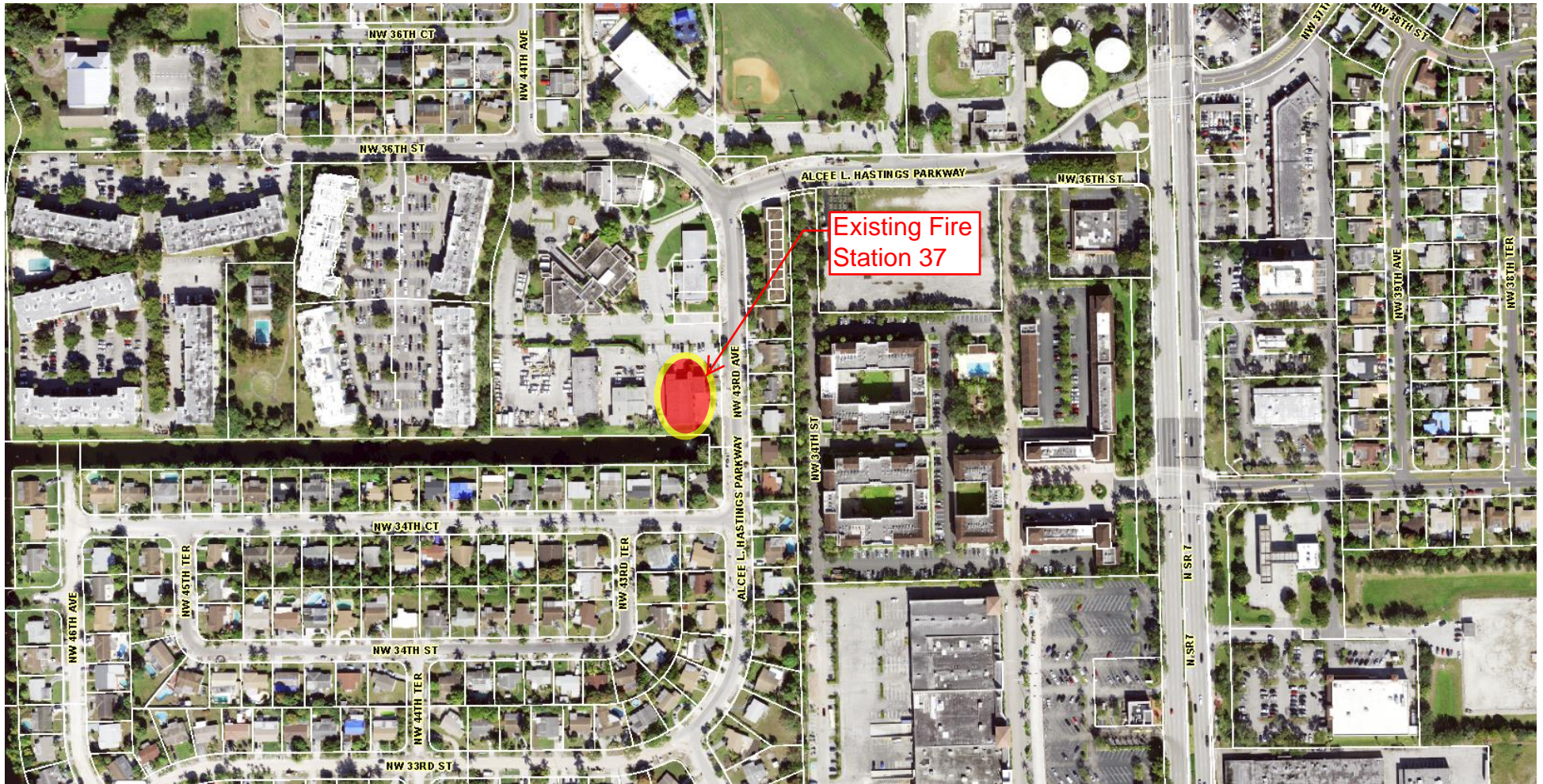
By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

LOCATION MAP - FIRE STATION HARDENING PROJECT



CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: Yes

Title

RESOLUTION 2022-138 AUTHORIZING THE APPROVAL OF THE MASTER CONTRACT JM023-25-2025, EFFECTIVE JANUARY 1, 2023, THROUGH DECEMBER 31, 2025, BETWEEN THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC., AND THE CITY OF LAUDERDALE LAKES/LAUDERDALE LAKES ALZHEIMER'S CARE CENTER

Summary

Approving the Master Contract JM023-25-2025 effective January 1, 2023, through December 31, 2025, between the Areawide Council on Aging of Broward County, Inc. and the City of Lauderdale Lakes/Lauderdale Lakes Alzheimer's Care Center. The purpose of this Master Contract is to provide the services specified in each contract or agreement incorporating this Master Contract. The services include respite and case management services provided under the Older Americans Program Act and the Alzheimer's Disease Initiative.

Staff Recommendation

Background:

Staff recommends approval of the resolution.

Background: The application funds come from the Areawide Council on Aging of Broward County for Older Americans Program and Alzheimer's Disease Initiative funds are submitted annually per the respective funding periods. The application, consisting of program and contract module, is prepared by the Parks and Human Services Staff and accepted by the Areawide Council on Aging of Broward County.

The purpose of this Master Contract is to provide the services specified in each contract or agreement incorporating this Master Contract. The services include respite and case management services provided under the Older Americans Program Act and the Alzheimer's Disease Initiative.

The Master agreement provides for the Areawide Council on Aging to purchase Case Management and Respite Care hours of service at the Lauderdale Lakes Alzheimer's Care Center between January 1, 2023, and December 31, 2025. The agreement is contingent upon funds being appropriated by the State Legislature on an annual basis. Program and fiscal reports are submitted monthly and semi-annually to the Areawide Council on Aging.

Funding Source:

Areawide Council on Aging of Broward County

Fiscal Impact:

Sponsor Name/Department: Treasa Brown Stubbs, Director of Parks and Human Services

Meeting Date: 12/27/2022

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution 2022-138 - Authorizing Master Contract JM023-25-2025	Resolution
<input type="checkbox"/> AGREEMENT/CONTRACT	Exhibit
<input type="checkbox"/> Summary	Backup Material

1 RESOLUTION 2022-138

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND
5 ATTEST, RESPECTIVELY, THAT CERTAIN MASTER CONTRACT JM023-25-
6 2025 BETWEEN THE AREAWIDE COUNCIL ON AGING OF BROWARD
7 COUNTY, INC., AND CITY OF LAUDERDALE LAKES, FLORIDA/LAUDERDALE
8 LAKES ALZHEIMER CARE CENTER, EFFECTIVE JANUARY 1, 2023 THROUGH
9 DECEMBER 31, 2025; A COPY OF WHICH IS ATTACHED HERETO AS **EXHIBIT**
10 **A**, AND A COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY
11 CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR
12 INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.
13

14 WHEREAS, the City of Lauderdale Lakes ("City") provides various services in connection
15 with the efforts of the Areawide Council on Aging of Broward County, Inc. ("Areawide Council"),
16 a non-profit organization serving Broward County's senior residents, age 60 or older;

17 WHEREAS, Areawide Council administers funds to various groups, agencies, organizations
18 and projects relating to the elderly in Broward County, Florida; and

19 WHEREAS, the purpose of this Master Contract is to set the general terms and conditions
20 applicable to the Contracts or Agreements between the Areawide Council and City of Lauderdale
21 Lakes, Florida/Lauderdale Lakes Alzheimer Care Center for the provision of the services specified
22 in each Contract or Agreement incorporating the Master Contract by reference with all its
23 attachments and exhibits, which shall constitute in each case the entire Contract document.

24 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
25 LAUDERDALE LAKES AS FOLLOWS:

26 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
27 confirmed as being true, and the same are hereby made a part of this Resolution.

1 SECTION 2. AUTHORITY: The Mayor and City Clerk is hereby authorized and directed
2 to execute and attest, respectively, that certain Master Contract JM023-25-2025 between the
3 Areawide Council on Aging of Broward County, Inc., and City of Lauderdale Lakes,
4 Florida/Lauderdale Lakes Alzheimer Care Center, effective January 1, 2023 through December
5 31, 2025, in substantially the form as attached hereto as **Exhibit A**, and incorporated herein by
6 reference.

7 SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk, through the Acting City
8 Manager, is hereby authorized to obtain three (3) executed copies of the Master Contract with
9 one (1) copy of the Contract to be directed to Areawide Council on Aging of Broward County, Inc.;
10 with one (1) copy to be maintained by the City; and with one (1) copy directed to the Office of
11 the City Attorney.

12
13 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
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SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD DECEMBER 27, 2022.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Treasa Brown Stubbs, Director Parks and Human Services, Acting City Manager

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Mark Spence	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)

MASTER CONTRACT

THIS MASTER CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council,” and **City of Lauderdale Lakes, Florida / Lauderdale Lakes Alzheimer Care Center**, hereinafter referred to as the “Contractor”, who are collectively referred to as the “Parties.” The term Contractor for this purpose may designate a vendor, subgrantee or subrecipient, the status to be further identified in ATTACHMENT I, Exhibit-1 as necessary.

1. Purpose of Contract

The purpose of this Master Contract is to set the general terms and conditions applicable to the Contracts or Agreements between the Contractor and the Council for the provision of the services specified in each one of those Contracts or Agreements incorporating this Master Contract by reference with all its attachments and exhibits, which shall constitute in each case the entire Contract document.

1.1 State of Florida, Department of Elder Affairs’ Mission Statement

To foster an environment that promotes well-being for Florida’s elders and enables them to remain in their homes and communities. The State of Florida, Department of Elder Affairs’ vision is of all Floridians aging with dignity, purpose, and independence. Area agencies, lead agencies and local service providers, as partners and stakeholders in Florida’s aging services network, are expected to support the State of Florida, Department of Elder Affairs’ mission, vision, and program priorities.

1.2 Areawide Council on Aging of Broward County, Inc.’s Mission Statement

To plan, coordinate, monitor, evaluate and fund various groups, agencies, organizations and projects relating to the elderly in Broward County, Florida; to plan, plan for, promote, provide for and provide services and activities for elderly people in Broward County, Florida; to encourage participation and involvement of volunteers, professionals, and all other persons interested in the welfare and well-being of the elderly in Broward County, Florida.

2. Incorporation of Documents within the Contract

All Contracts or Agreements including attachments, proposal(s), solicitation(s), service provider application(s), grant agreements, relevant to the State of Florida, Department of Elder Affairs’ handbooks, manuals or desk books executed between the Contractor and the Council shall incorporate this Master Contract by reference and be subject to the conditions set forth in this Master Contract for the duration of the Contract period(s). Any and all Contracts or Agreements executed between the Contractor and the Council during the effective period of this Master Contract will incorporate this Master Contract by reference and shall be governed in accordance with the applicable laws, statutes, and other conditions set forth in this Master Contract.

3. Term of Contract

This Master Contract when executed will have an effective date of January 1, 2023. It will end at midnight, Eastern Standard Time on December 31, 2025.

4. Compliance with Federal Law

- 4.1** If any Contract or Agreement incorporating this Master Contract by reference contains federal funds this section shall apply:

- 4.1.1** The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) Part 75 and/or 45 CFR Part 92, 2 CFR Part 200 and other applicable regulations.
- 4.1.2** If the Contract or Agreement incorporating this Master Contract by reference contains federal funds and is over \$100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code U.S.C. 7401 et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to the Council.
- 4.1.3** The Contractor, or agent acting for the Contractor, may not use any federal funds received in connection with any Contract or Agreement incorporating this Master Contract by reference to influence legislation or appropriations pending before the Congress or any State Legislature. The Contractor must, prior to Contract execution, complete the Certification Regarding Lobbying included in ATTACHMENT II, Certifications and Assurances.
- 4.1.4** In accordance with Appendix II to 2 CFR Part 200, the Contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR Part 60 and Department of Health and Human Service regulations 45 CFR Part 92, if applicable.
- 4.1.5** A Contract or Agreement award with an amount expected to equal or exceed \$25,000.00 and certain other Contract or Agreement awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689, “Debarment and Suspension.” The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to any Contract or Agreement incorporating this Master Contract by reference. The Contractor shall complete and sign the Debarment and Suspension Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.
- 4.2** The Contractor shall not employ an unauthorized alien. The Council will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation will be cause for unilateral cancellation of this Master Contract and any Contract or Agreement incorporating this Master Contract by reference by the Council.
- 4.3** If the Contractor is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Contractor must notify the Council in writing within thirty (30) days of receiving the IRS notice of revocation.
- 4.4** The Contractor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

- 4.5** Unless exempt under 2 CFR Part 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.
- 4.6** To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, Contractor agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract or Agreement term. The Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state Contract utilize the E-verify system to verify employment eligibility of all new employees hired by the subcontractor during any Contract or Agreement term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. The Contractor shall complete and sign the Verification of Employment Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

5. Compliance with State Law

- 5.1** This Master Contract and any Contract or Agreement incorporating this Master Contract by reference is executed and entered into with the Council, with the pass through funding from the State of Florida, Department of Elder Affairs, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.
- 5.2** If this Contract contains state financial assistance funds, the Contractor shall comply with Section 215.97, F.S., and Section 215.971, F.S., and expenditures must be in compliance with laws, rules, and regulations including, but not limited to, the Reference Guide for State Expenditures from the Department of Financial Services at:
(<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures.pdf>).
- 5.3** The Contractor shall comply with requirements of Section 287.058, F.S. as amended.
- 5.3.1** The Contractor shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this Master Contract and any Contract or Agreement incorporating this Master Contract by reference, which the Council's Contract Manager must receive and accept in writing prior to payment.
- 5.3.2** The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
- 5.3.3** If itemized payment for travel expenses is permitted in any Contract or Agreement incorporating this Master Contract by reference, the Contractor shall submit bills for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this Master Contract and any Contract or Agreement incorporating this Master Contract by reference. The current state rate for reimbursement of travel in a privately owned vehicle is \$0.445 per mile.
- 5.3.4** The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in Subsection 119.011(12), F.S., made or received by the Contractor in conjunction with any Contract or Agreement incorporating this Master Contract by reference, except for those records which are made confidential or exempt by law. The Contractor's refusal to comply with this provision will constitute an immediate breach of Contract or Agreement for which the Council

may unilaterally terminate this Master Contract and any Contract or Agreement incorporating this Master Contract by reference.

- 5.4 If clients are to be transported under any Contract or Agreement incorporating this Master Contract by reference, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, F. A. C.
- 5.5 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.
- 5.6 The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of Contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 5.7 The Council may, at its option, terminate this Master Contract and any Contract or Agreement incorporating this Master Contract by reference, if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List, or if the Contractor has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel. The Contractor shall complete and sign the Scrutinized Companies Lists Certification, included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

6. Cooperation with the Inspector General

Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S. The Contractor further agrees that it shall include, in related subcontracts, a requirement that subcontractors performing work or providing services pursuant to any Contract or Agreement that incorporates this Master Contract by reference, agree to cooperate with the Inspector general in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S.

7. Background Screening

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.

- 7.1 To demonstrate compliance with this provision, Contractor shall submit annually, no later than January 5th, the completed ATTACHMENT VII, Background Screening Affidavit of Compliance.
- 7.2 Further information concerning the procedures for background screening is found at https://elderaffairs.org/wp-content/uploads/DOEA_Form_235_Attestation_of_Compliance_Employer-1.pdf.

8. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any subcontractors and referred to a governmental or investigatory agency, must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

9. Grievance and Complaint Procedures

9.1 Grievance Procedures

The Contractor shall comply with and ensure compliance with the Minimum Guideline for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

9.2 Complaint Procedures

The Contractor shall develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and the determination of the complaint.

10. Public Records and Retention

By execution of this Master Contract and any Contract or Agreement incorporating this Master Contract by reference, Contractor agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

- 10.1** Keep and maintain public records required by the Council to perform the contracted services.
- 10.2** Upon request from the Council's custodian of public records, provide the Council a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- 10.3** Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Council.
- 10.4** Upon completion of the Contract or Agreement incorporating this Master Contract by reference, the Contractor will either transfer, at no cost to the Council, all public records in possession of the Contractor, or will keep and maintain public records required by the Council. If the Contractor transfers all public records to the Council upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council in a format that is compatible with the information technology systems of the Council.

- 10.5** The Council may unilaterally cancel any Contract or Agreement incorporating this Master Contract by reference, notwithstanding any other provisions of this Master Contract, for refusal by the Contractor to comply with Section 10 of this Master Contract by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Master Contract or any Contract or Agreement incorporating this Master Contract by reference, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MASTER CONTRACT OR ANY CONTRACT THAT INCORPORATES THIS MASTER CONTRACT BY REFERENCE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351**

(954) 745-9567

11. Audits, Inspections, Investigations

- 11.1** The Contractor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Council under this Master Contract and any Contract or Agreement incorporating this Master Contract by reference. Contractor shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under any Contract or Agreement which incorporates this Master Contract by reference. Whenever appropriate, financial information should be related to performance and unit cost data.
- 11.2** The Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to any Contract or Agreement which incorporates this Master Contract by reference for a period of six (6) years after completion of the Contract or Agreement incorporating this Master Contract by reference or longer when required by law. In the event an audit is required for any Contract or Agreement incorporating this Master Contract by reference, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any Contract or Agreement incorporating this Master Contract by reference, at no additional cost to the Council.
- 11.3** Upon demand, at no additional cost to the Council, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.
- 11.4** The Contractor shall assure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Council.
- 11.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Council and federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Contractor's Contracts or Agreements, related records and documents pertinent to any Contract or Agreement, regardless of the form in which it is kept.

- 11.6** The Contractor shall provide a financial and compliance audit to the Council as specified in ATTACHMENT I of this Master Contract and ensure that all related third-party transactions are disclosed to the auditor.
- 11.7** Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S. Contractor further agrees that it shall include in related subcontracts a requirement that subcontracts performing work or providing service pursuant to this Contract agree to cooperate with the Inspector General in any investigation, audit, review, or hearing pursuant to Section 20.055(5), F.S. By execution of this Master Contract the Contractor understands and will comply with this subsection.
- 12. Nondiscrimination-Civil Rights Compliance**
- 12.1** The Contractor shall execute assurances in ATTACHMENT III, Assurances-Non-Construction Programs, that it will not discriminate against any person in the provision of services or benefits under any Contract or Agreement incorporating this Master Contract by reference or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, sub grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex. The Contractor shall complete and sign ATTACHMENT III, Assurances-Non-Construction Programs, prior to the execution of this Master Contract.
- 12.2** During the term of this Master Contract and any Contract or Agreement incorporating this Master Contract by reference, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, ATTACHMENT IV.
- 12.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through any Contract or Agreement incorporating this Master Contract by reference. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 12.4** If any Contract or Agreement incorporating this Master Contract by reference, contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.
- 13. Monitoring by the Council**
The Contractor shall allow persons duly authorized by the Council to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this Master Contract and any Contract or Agreement which incorporates this Master Contract by

reference, and to interview any clients, employees and subcontractor employees of the Contractor to assure the Council of the satisfactory performance of the terms and conditions of any Contract or Agreement which incorporates this Master Contract by reference. Following such review, the Council will provide a written report of its findings to the Contractor, and where appropriate, the Contractor shall develop a corrective action plan. The Contractor hereby agrees to correct all deficiencies identified in the corrective action plan in a timely manner as determined by the Council.

14. Provision of Services

The Contractor shall provide services in the manner to be described in subsequent Contracts or Agreements incorporating this Master Contract by reference.

15. Coordinated Monitoring with Other Agencies

If the Contractor receives funding from one or more State of Florida's human service agencies, in addition to the State of Florida, Department of Elder Affairs through the Council, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of any Contract or Agreement incorporating this Master Contract by reference, and pursuant to Section 287.0575, F.S. as amended, State of Florida's human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Veterans Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Contractor will comply and cooperate with all monitors, inspectors, or investigators.

16. New Contract(s) Reporting

The Contractor shall notify the Council within ten (10) days of entering into a new Contract or Agreement with any of the five (5) state human service agencies. The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) Contract or Agreement start and end dates; (4) Contract or Agreement amount; (5) Contract or Agreement description and commodity or service; and (6) Contract Manager name and number. In complying with this provision, and pursuant to Section 287.0575, F.S. as amended, the Contractor shall complete and provide the information in ATTACHMENT VI, Provider's State Contracts List.

17. Indemnification

The Contractor shall indemnify, save, defend, and hold harmless the Council and its agents and employees and the State of Florida and its agents and employees and the State of Florida, Department of Elder Affairs and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this Master Contract and any Contract or Agreement incorporating this Master Contract by reference or performance of the services provided for herein. It is understood and agreed that the Contractor is not required to indemnify the Council for claims, demands, actions or causes of action arising solely out of the Council's negligence. Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 17 is not applicable to Contracts or Agreements executed between the Contractor, the Council and state agencies or subdivisions defined in Section 768.28(2), F.S.

18. Insurance and Bonding

18.1 The Contractor shall provide continuous adequate liability insurance coverage during the existence of any Contract or Agreement incorporating this Master Contract by reference and any renewal(s)

and extension(s) of it. By execution of this Master Contract and any Contract or Agreement incorporating this Master Contract by reference, unless it is a state agency or subdivision as defined by Subsection 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under any Contract or Agreement incorporating this Master Contract by reference. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under any Contract or Agreement incorporating this Master Contract by reference. The Contractor shall ensure that the Council has the most current written verification of insurance coverage throughout the term of any Contract or Agreement incorporating this Master Contract by reference. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Council reserves the right to require additional insurance as specified in any Contract or Agreement incorporating this Master Contract by reference.

- 18.2** Throughout the term of any Contract or Agreement incorporating this Master Contract by reference, the Contractor shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Contractor authorized to handle funds received or disbursed under all Contracts or Agreements incorporating this Master Contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

19. Confidentiality of Information

The Contractor shall not use or disclose any information concerning a recipient of services under any Contract or Agreement incorporating this Master Contract by reference, for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

20. Health Insurance Portability and Accountability Act

Where applicable, the Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

The Council, as a covered entity, and the Contractor, as a business associate, shall comply with the provisions of 45 CFR Part 164 by entering into a Business Associate Agreement, ATTACHMENT IX, to ensure that the business associate will appropriately safeguard Protected Health Information (PHI).

21. Incident Reporting

- 21.1** The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any Contract or Agreement which incorporates this Master Contract by reference. Such notice shall be made orally to the Council's Contract Manager (by telephone) with an email to immediately follow.
- 21.2** The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Contractor and its employees.

22. Bankruptcy Notification

During the term of any Contract or Agreement incorporating this Master Contract by reference, the Contractor shall immediately notify the Council if the Contractor, its assignees, Subcontractors or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Council: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and, (4) the name address, and telephone number of the bankruptcy attorney.

23. Sponsorship and Publicity

23.1 As required by Section 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through any Contract or Agreement incorporating this Master Contract by reference, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Contractor’s name), Areawide Council on Aging of Broward County, Inc., and the State of Florida, Department of Elder Affairs.” If the sponsorship reference is in written material, the words “Areawide Council on Aging of Broward County, Inc. and State of Florida, Department of Elder Affairs” shall appear in at least the same size letters or type as the name of the organization.

23.2 The Contractor shall not use the words “Areawide Council on Aging of Broward County, Inc. and the State of Florida, Department of Elder Affairs” to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Council prior to use.

24. Assignments

24.1 The Contractor shall not assign the rights and responsibilities under any Contract or Agreement incorporating this Master Contract by reference without the prior written approval of the Council, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Council will constitute a material breach of the Contract or Agreement. In the event the Council approves transfer of the Council’s obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the Contract or Agreement.

24.2 The Council is at all times entitled to assign or transfer, in whole or part, its rights, duties, or obligations under any Contract or Agreement to another contractor in Broward County, upon giving prior written notice to the Contractor. Notwithstanding the foregoing, should the Council assign the duties, rights, or obligations hereunder to a provider, individual, or entity who has been excluded, debarred, suspended, or otherwise deemed ineligible to participate in a Federal Health Care Program, including but not limited to Medicare or Medicaid, Contractor shall be entitled to immediately terminate this Agreement with no further obligations and with no liability, cost, penalty, or imposition of any damages.

24.3 This Master Contract and any Contract or Agreement incorporating this Master Contract by reference shall remain binding upon the successors in interest of either the Contractor or the Council.

25. Subcontracts

- 25.1** The Contractor is responsible for all work performed and for all commodities produced pursuant to any Contract or Agreement incorporating this Master Contract by reference, whether actually furnished by the Contractor or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Council deems necessary. The Contractor further agrees that the Council will not be liable to the subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Council against any such claims as permitted by law.
- 25.2** The Contractor shall promptly pay any subcontractor upon receipt of payment from the Council. Failure to make payments to any subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in any Contract or Agreement incorporating this Master Contract by reference between the Contractor and subcontractor, will result in a penalty as provided by statute.
- 26. Independent Capacity of Contractor**
It is the intent and understanding of the Parties that the Contractor, or any of its subcontractors, are independent contractors and are not employees of the Council or the State of Florida, Department of Elder Affairs and shall not hold themselves out as employees or agents of the Council or the State of Florida, Department of Elder Affairs without specific authorization from the Council. It is the further intent and understanding of the Parties that the Council does not control the employment practices of the Contractor and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Contractor. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Contractor will be the sole responsibility of the Contractor.
- 27. Payment**
- 27.1** Payments shall be made to the Contractor pursuant to Section 215.422, F.S., as services are rendered and invoiced by the Contractor. The Council's Finance Director will have final approval of the invoice for payment, and will approve the invoice for payment only if the Contractor has met all terms and conditions of any Contract or Agreement incorporating this Master Contract by reference, unless the bid specifications, purchase order, or the Contract or Agreement specify otherwise. The approved invoice will be submitted to the Council's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of Section 215.422, F.S.
- 27.2** The Contractor agrees to submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The Contractor shall comply with the particular requirements under the following laws and guidelines that are applicable to the Contracts or Agreements incorporating this Master Contract by reference: (a) paragraph (16) (b) of Section 216.181, F.S., regarding advances; (b) paragraph 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and, (c) the Invoice Requirements of the Reference Guide for State Expenditures from the Department of Financial Services at: (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures.pdf>). The Contractor certifies that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables Contracts or Agreements incorporating this Master Contract by reference, including paid subcontractor invoices, and will be produced upon request by the Council. The Contractor further certifies that

reimbursement requested is only for allowable expenses as defined in the laws and guiding circulars cited in Sections four (4) and five (5) of this Master Contract, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the Contractor's approved service provider application as developed in accordance with and pursuant to Section 306(a) of the Older Americans Act of 1965, as amended.

- 27.3** The Contractor shall provide units of deliverables, including reports, findings, and drafts as specified in the Contracts or Agreements and attachments which incorporate this Master Contract by reference, and the service provider application developed by the Contractor (pursuant to Section 306(a) of the Older Americans Act), to be received and accepted by the Contract Manager prior to payment.
- 27.4** The Council acknowledges its obligation to pay the Contractor for the performance of the Contractor's duties and responsibilities set forth in any Contract or Agreement incorporating this Master Contract by reference.
- 27.5** The Council shall not be liable to the Contractor for costs incurred or performance rendered unless such costs and performances are in accordance with the terms and conditions of any Contract or Agreement executed between the Parties, which incorporates this Master Contract by reference, including but not limited to terms, governing the Contractor's promised performance and unit rates and/or reimbursement capitations specified.
- 27.6** The Council shall not be liable to the Contractor for any expenditures which are not allowable costs as defined in 45 CFR, Parts 74 and 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules.
- 27.8** The Council shall not be liable to the Contractor for expenditures made in violation of regulations promulgated under the Older Americans Act, as amended, or in violation of applicable state and federal laws, rules, or provisions of any Contract or Agreement incorporating this Master Contract by reference.

28. Return of Funds

The Contractor shall return to the Council any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of any Contract or Agreement incorporating this Master Contract by reference that were disbursed to the Contractor by the Council. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the Council. In the event that the Council first discovers an overpayment has been made, the Finance Director, on behalf of the Council, will notify the Contractor in writing of such findings. Should repayment not be made forthwith, the Contractor shall be charged at the lawful rate of interest on the outstanding balance pursuant to Section 55.03, F.S., after Council notification or Contractor discovery.

29. Data Integrity and Safeguarding Information

The Contractor shall insure an appropriate level of data security for the information the Contractor is collecting or using in the performance of any Contract or Agreement incorporating this Master Contract by reference. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Contractor, among other requirements, must

anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Contractor shall maintain written procedures for computer system backup and recovery. The Contractor shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

30. Computer Use and Social Media Policy

The State of Florida, Department of Elder Affairs has implemented a Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, other-personal-services and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the State of Florida, Department of Elder Affairs' computer resource systems must comply with the State of Florida, Department of Elder Affairs' Social Media Policy, ATTACHMENT V, regarding social media. Social Media includes, but is not limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube.

31. Conflict of Interest

The Contractor shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Contractor or subcontractor shall participate in selection, or in the award of a Contract or Agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Contractor's Board of Directors and management must disclose to the Council any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of any Contract or Agreement incorporating this Master Contract by reference. The Contractor's employees must make the same disclosures described above to the Contractor's Board of Directors. Compliance with this provision will be monitored.

32. Public Entity Crime

Pursuant to Section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a Contract or Agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a Contract or Agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract or Agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

33. Purchasing

- 33.1** The Contractor shall procure products and/or services required to perform under any Contract or Agreement incorporating this Master Contract by reference in accordance with Section 413.036, F.S.
- 33.2** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, ANY CONTRACT OR AGREEMENT INCORPORATING THIS MASTER CONTRACT BY REFERENCE, FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), F.S. AND FOR PURPOSES OF ANY CONTRACT OR AGREEMENT INCORPORATING THIS MASTER CONTRACT BY REFERENCE, THE CONTRACTOR SHALL BE DEEMED TO BE SUBSTITUTED FOR THE COUNCIL INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.
- 33.3** Pursuant to Sections 413.036(1) and (4), F.S., the Contractor shall not be required to procure a product or service from RESPECT if: (a) the product or service is not available within a reasonable delivery time, (b) the Contractor is required by law to procure the product or service from any agency of the state, or (c) the Contractor determines that the performance specifications, price, or quality of the product or service is not comparable to the Contractor's requirements.
- 33.4** This act shall have precedence over any law requiring state agency procurement of products or services from any other nonprofit corporation unless such precedence is waived by the State of Florida, Department of Elder Affairs through the Council in accordance with its rules.
- 33.5** Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
- 33.6** The Contractor may procure any recycled products or materials, which are the subject of or are required to carry any Contract or Agreement incorporating this Master Contract by reference, when the Department of Management Services through the Council determines that those products are available, in accordance with the provisions of Section 403.7065, F.S.
- 33.7** The Contractor shall procure products and/or services required to perform under any Contract or Agreement incorporating this Master Contract by reference in accordance with Section 946.515, F.S.
- 33.8** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR ARE REQUIRED TO CARRY OUT ANY CONTRACT OR AGREEMENT INCORPORATING THIS MASTER CONTRACT BY REFERENCE, SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SUBSECTIONS 946.515(2) AND (4), F.S. AND FOR PURPOSES OF THIS MASTER CONTRACT, THE CONTRACTOR WILL BE DEEMED TO BE SUBSTITUTED FOR THE COUNCIL INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

33.9 The corporation identified is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Additional information about PRIDE and the commodities or contractual services it offers is available at <http://pride-enterprises.org/>.

34. Patents, Copyrights, Royalties

If any Contract or Agreement incorporating this Master Contract by reference is awarded state funding and if any discovery, invention or copyrightable material is developed or produced in the course of or as a result of work or services performed under any Contract or Agreement incorporating this Master Contract by reference, or in any way connected with any Contract or Agreement incorporating this Master Contract by reference, or if ownership of any discovery, invention, or copyrightable materials was purchased in the course of or as a result of work or services performed under any Contract or Agreement incorporating this Master Contract by reference, the Contractor shall refer the discovery, invention or copyrightable material to the Council to be referred to the State of Florida, Department of Elder Affairs and/or the Department of State. Any and all patent rights or copyrights accruing under any Contract or Agreement incorporating this Master Contract by reference are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571(5)(k), the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in any Contract or Agreement incorporating this Master Contract by reference.

34.1 If the primary purpose of any Contract or Agreement incorporating this Master Contract by reference is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to Paragraph 34.

34.2 If any Contract or Agreement incorporating this Master Contract by reference is awarded solely federal funding, the terms and conditions are governed by 2 CFR §200.315 or 45 CFR §75.322, as applicable.

34.3 Notwithstanding the foregoing provisions, if the Contractor or one of its subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the State of Florida, Department of Elder Affairs shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, subcontractors or assignees of any resulting patented, copyrighted or trademarked work products.

35. Emergency Preparedness and Continuity of Operations

35.1 If the tasks to be performed pursuant to any Contract or Agreement incorporating this Master Contract by reference include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Contractor shall, within thirty (30) calendar days of the execution of any Contract or Agreement, submit to the Council verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Council of emergency provisions.

35.2 In the event a situation results in a cession of services by a subcontractor, the Contractor shall retain responsibility for performance under any Contract or Agreement incorporating this Master Contract by reference and must follow procedures to ensure continuity of operations without interruption.

36. Equipment

- 36.1** Equipment means: (a) an article of nonexpendable, tangible personal property, including information technology systems, having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds - 2 CFR §200.33 and 45 CFR §75.2, as applicable], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of \$5,000.00 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].
- 36.2** Contractors and subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to the Council upon request. The Contractor shall promptly investigate, fully document and fully document and notify the Council's Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the Council's Contract Manager.
- 36.3** The Contractor's property management standards for equipment (including replacement equipment), whether acquired in whole or in part with federal funds and federally-owned equipment shall, as a minimum, meet the following requirements and to include accurately maintained equipment records with the following information:
- (1) Property records must be maintained that include a description of the equipment;
 - (2) Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
 - (3) Source of funding for the equipment, including the federal award identification number;
 - (4) Whether title vests in the Contractor or the federal government;
 - (5) Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;
 - (6) Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
 - (7) Location, use and condition of the equipment and the date the information was reported;
 - (8) Unit acquisition cost; and
 - (9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.
 - (10) A physical inventory must be taken, and the results reconciled with the property records at least once every two (2) years.
 - (11) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated. 45 CFR § 75.320(d)(3).
 - (12) Adequate maintenance procedures must be developed to keep the property in good condition.
 - (13) If the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.

- 36.4** Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$5,000.00 is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Contractor [for federal funds see 2 CFR §200.313(a) and 45 CFR §75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this Master Contract or any Contract or Agreement incorporating this Master Contract by reference, or identified in the sub agreements with subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F. S. and 60A-1.017, F. A. C. and 2 CFR Part 200 and/or 45 CFR Part 75.
- 36.5** The Contractor shall not dispose of any equipment or materials provided by the Council or the State of Florida, Department of Elder Affairs, or purchased with funds provided through any Contract or Agreement incorporating this Master Contract by reference without first obtaining the approval of the Council. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Council. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).
- 36.6** The Council will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR §200.313 or 45 CFR §75.320, as applicable.
- 36.7** Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through Contracts or Agreements covered under any Contract or Agreement incorporating this Master Contract by reference without the prior approval of the Council. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b United States Code. Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of Section 216.348, F. S.
- 36.8** Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 36.9** Contractor must adhere to the State of Florida, Department of Elder Affairs' procedures and standards when purchasing Information Technology Resources (ITR) as part of any Contract or Agreement incorporating this Master Contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. Contractor shall secure written approval through the Council's Contract Manager prior to the purchase of any ITR. Contractor shall not be reimbursed for any purchase made prior to the written approval. The completed ITR worksheet shall be maintained in the Contractor's LAN administrator's file and must be provided to the Council upon request. The Contractor has the responsibility to require any subcontractors to comply with the State of Florida, Department of Elder Affairs' ITR procedures.
- 37. PUR 1000 Form**

The PUR 1000 Form is hereby incorporated by reference and available at: http://www.myflorida.com/apps/vbs/adoc/F7740_PUR1000.pdf

In the event of any conflict between the PUR 1000 Form and any terms or conditions of any Contract or Agreement incorporating this Master Contract by reference, the terms or conditions of any Contract or Agreement incorporating this Master Contract by reference, shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

38. Use of State Funds to Purchase or Improve Real Property

Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

39. Dispute Resolution

Any dispute concerning performance of any Contract or Agreement incorporating this Master Contract, by reference that cannot be resolved by agreement of both Parties shall be decided by the Council's Executive Director, who shall reduce the decision to writing and serve a copy on the Contractor.

40. Financial Consequences of Non-Performance

If the Contractor fails to meet the minimum level of service or performance identified in any Contract or Agreement incorporating this Master Contract by reference, or that is customary for the industry, then the Council must apply financial consequences commensurate with the deficiency as outlined in any Contract or Agreement incorporating this Master Contract by reference.

41. No Waiver of Sovereign Immunity

Nothing contained in any Contract or Agreement incorporating this Master Contract by reference, is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

42. Venue

If any dispute arises out of any Contract or Agreement incorporating this Master Contract by reference, the venue of such legal recourse will be Broward County, Florida.

43. Entire Contract

This Master Contract and any Contract or Agreement incorporating this Master Contract by reference, contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon the Council or the Contractor unless expressly contained herein or by a written subsequent contract, agreement and/or amendment to this Master Contract signed by both Parties.

44. Force Majeure

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

45. Severability Clause

The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable the other provisions are severable to that void provision and shall remain in full force and effect.

46. Condition Precedent to Contract Appropriations

The Parties agree that the Council's performance and obligation to pay under any Contract or Agreement incorporating this Master Contract by reference is contingent upon an annual appropriation by the State Legislature. In the event such an appropriation is not made, the Contractor will not be entitled to file a claims bill.

47. Addition/Deletion

The Parties agree that the Council reserves the right to add or to delete any of the services required under any Contract or Agreement incorporating this Master Contract by reference when deemed to be in Broward County's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

48. Waiver

The delay or failure by the Council to exercise or enforce any of its rights under any Contract or Agreement incorporating this Master Contract by reference will not constitute or be deemed a waiver of the Council's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

49. Compliance

The Contractor shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current State statutes, laws, rules and regulations. The Parties agree that failure of the Contractor to abide by these laws shall be deemed an event of default of the Contractor, and subject any Contract or Agreement incorporating this Master Contract by reference, to immediate, unilateral cancellation of the Contract or Agreement at the discretion of the Council.

50. Final Invoice

The Contractor shall submit the final invoice for payment to the Council as specified in any Contract or Agreement incorporating this Master Contract by reference. If the Contractor fails to submit final request for payment as specified in any Contract or Agreement, then all rights to payment may be forfeited and the Council may not honor any requests submitted. Any payment due under the terms of any Contract or Agreement incorporating this Master Contract by reference may be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by the Council.

51. Renegotiations or Modifications

Modifications of the provisions of any contract, agreement, and this Master Contract shall be valid only when they have been reduced to writing and duly signed by both Parties. The rate of payment and the total dollar amount may be adjusted retroactively for any Contract or Agreement incorporating this Master Contract by reference to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Council's operating budget.

52. Suspension of Work

The Council may in its sole discretion suspend any or all activities under this Master Contract and any Contract or Agreement incorporating this Master Contract by reference, at any time, when in the best interests of the Council to do so. The Council shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Council shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

53. Termination

53.1 Termination for Convenience

The Council, by written notice to the Contractor, may terminate this Master Contract and any Contract or Agreement incorporating this Master Contract by reference in whole or in part when the Council determines in its sole discretion that it is in the Council's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

53.2 Termination for Cause

The Council may terminate this Master Contract and any Contract or Agreement incorporating this Master Contract by reference if the Contractor fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of this Master Contract and any Contract or Agreement incorporating this Master Contract by reference, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform any Contract or Agreement incorporating this Master Contract by reference arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtained from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Council. The rights and remedies of the Parties in this clause are in addition to any other rights and remedies provided by law or under this Master Contract.

54. Electronic Records and Signature

The Council authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Master Contract and any Contract or Agreement which incorporates this Master Contract by reference. A Contractor that creates and retains electronic records and uses electronic signatures

to conduct transactions shall comply with the requirements contained in the *Uniform Electronic Transaction Act*, Section 668.50, F.S. All electronic records must be fully auditable; are subject to *Florida's Public Records Law*, chapter. 119, F.S.; must comply with Section 29, *Data Integrity and Safeguarding Information*; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by any Contract or Agreement incorporating this Master Contract by reference.

54.1 The Council's authorization pursuant to this section does not authorize electronic transactions between the Contractor and the Council. The Contractor is authorized to conduct electronic transactions with the Council only upon further written consent by the Council.

54.2 Upon request by the Council, the Contractor shall provide the Council with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Council of any document that was originally in electronic form with an electronic signature must indicate the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

55. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

56. Enforcement

56.1 The Council may, without taking any intermediate measures available to it against the Contractor including corrective action, unannounced special monitoring, temporary assumption of operation of one or more programs by the Council, placing the Contractor on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative actions, if the Council finds that any of the following have occurred:

- (1) An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any Contract or Agreement incorporating this Master Contract by reference, or substantially and negatively affected the operation of services covered under any Contract or Agreement;
- (2) The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
- (3) The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;
- (4) The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
- (5) The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this Master Contract and any Contract or Agreement incorporating this Master Contract by reference, with the Council, or has exceeded its authority or otherwise failed to adhere to provisions specifically provided by statute or rule adopted by the State of Florida, Department of Elder Affairs;

- (6) The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; or
- (7) The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.

56.2 In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any Contract or Agreement incorporating this Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

57. Use of Service Dollars/Wait List Management

57.1 The Contractor is expected to spend all federal, state, and other funds provided by the Council, for the purpose specified in each Contract or Agreement incorporating this Master Contract by reference. The Contractor must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period, for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to another Contractor during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

57.2 The Contractor agrees to distribute funds as detailed in the service provider application and the Budget Summary, included in each Contract or Agreement incorporating this Master Contract by reference. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

58. Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council's Contract Manager by the 5th of each month. This report is for all Contracts or Agreements incorporating this Master Contract by reference between the Contractor and the Council. The report will include the following:

- (1) A list of all services and their current status regarding surplus or deficit;
- (2) The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;
- (3) Recommendations to transfer funds to resolve surplus/deficit spending;
- (4) Input from the Contractor's Board of Directors on resolution of spending issues, if applicable;
- (5) Number of clients currently on Assessed Prioritized Consumer List (APCL), that receive a priority ranking score of 4 or 5; and
- (6) Number of clients currently on the APCL designated as Imminent Risk.

59. Official Payee and Representatives (Names, Address, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Master Contract, and mailing address of the official payee to whom the payment will be made is:	City of Lauderdale Lakes, Florida / Lauderdale Lakes Alzheimer Care Center 4320 N.W. 36th Street Lauderdale Lakes, FL 33319
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b.	The name of the contact person and street address where financial and administrative records are maintained is:	Treasa Brown Stubbs, Project Director City of Lauderdale Lakes, Florida / Lauderdale Lakes Alzheimer Care Center 4320 N.W. 36th Street Lauderdale Lakes, FL 33319
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under Master Contract is:	Treasa Brown Stubbs, Project Director City of Lauderdale Lakes, Florida / Lauderdale Lakes Alzheimer Care Center 4320 N.W. 36th Street Lauderdale Lakes, FL 33319 954-535-2800
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Contract Manager for the Council for this Master Contract is:	Samantha Riviere Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this Master Contract.		

60. Selection of a Project Director

60.1 In the event the representative of the Contractor, responsible for administration of the Program (Project Director), resigns, is terminated, or for other reasons, no longer is responsible for the Contract, the Contractor will submit, at a minimum, the names and credentials of three finalists being considered for the Project Director's vacancy. The Council will review and either approve or disapprove the candidates' credentials within ten (10) working days of such notification. Final selection of the Project Director will be made by the administering agency of the Contractor from the approved listing.

60.2 The qualifications of the person, selected to be a new Project Director, must receive approval by the Council prior to appointment. The following steps constitute the required process:

- (1) The Contractor will notify the Council of its recruitment methods. This notification must permit reasonable opportunity for the Council to comment and offer technical assistance on the recruitment plan. The plan must contain:
 - a. appropriate and reasonable effort to recruit applicants on a non-discriminatory basis.
 - b. information on where, when, how, and how long the vacancy will be advertised.
 - c. the methodology for accepting applications.
 - d. the methodology for screening applications/applicants.
 - e. the criteria which will be applied to determine three-to-five persons qualified for the position.
 - f. the education, training, and or experience deemed essential for the position as determined by the Contractor.

- (2) The Contractor will provide the Council with the application or resume' of persons deemed best qualified.
- (3) Council will, within ten (10) working days, review the application/resume of the candidates and offer comments on their qualifications.
- (4) After review and comment by Council, the Contractor is authorized to hire any of the individuals which have been deemed by the Council to meet the qualifications for the Project Director's position.

60.3 If Council determines that none of the proposed candidates meet the qualifications for Project Director, the Contractor must repeat the recruitment cycle.

60.4 The Contractor will repeat the recruitment cycle if the qualifications are judged by the Council to be insufficient.

60.5 At any time there is a vacancy for a Project Director, the Contractor must immediately appoint an "Acting" Project Director, and notify the Council upon appointment. No person may serve as an "Acting" Director for more than 120 calendar days without prior written approval of the Council.

61. All Terms and Conditions Included

This Master Contract and its attachments, I - VIII and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Master Contract will supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Master Contract, the Parties agree that they have read and agreed to the entire contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the Parties hereto have caused this 55- page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

**City of Lauderdale Lakes, Florida /
Lauderdale Lakes Alzheimer Care Center**

**Areawide Council on Aging of
Broward County, Inc.**

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

SIGNED BY

SIGNED BY

JOHN G. PRIMEAU

NAME

NAME

TITLE

PRESIDENT

TITLE

DATE

DATE

FEDERAL ID NUMBER: 59-0974050

FISCAL YEAR-END DATE: September 30

DUNS: 82413600

ATTACHMENT I**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council and the State of Florida, Department of Elder Affairs, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Council and/or the State of Florida, Department of Elder Affairs staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Master Contract, and any Contract or Agreement incorporating this Master Contract by reference, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Council to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council, the State of Florida Chief Financial Officer (CFO) or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Funding Summary indicates federal resources awarded through the Council. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to contracts with the Council shall be based on the contract’s requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of thirty (30) days after receipt of the audit report or nine (9) months after the end of the Contractor’s fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Funding Summary indicates state financial assistance awarded through the Council. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I- 5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than nine (9) months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of any contract incorporating this Master Contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR §200.512

by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Additionally, copies of financial reporting packages required by this Master Contract's Financial Compliance Audit Attachment, Part II shall be submitted by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351

The Auditor General's Office at the following address:

State of Florida Auditor General Claude Pepper Building, Room 574
111 West Madison Street, Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this Master Contract and any contract incorporating this Master Contract by reference shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Master Contract and any contract incorporating this Master Contract by reference for a period of six (6) years from the date the audit report is issued, and shall allow the Council and/or the State of Florida, Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO) or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Council and/or the State of Florida, Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO), or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

END OF ATTACHMENT I

ATTACHMENT I EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:

☐ Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.

☒ Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

☐ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub- recipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes* 2 CFR §200.201 – Administrative Requirements**

2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

Sections 215.97 & 215.971, F.S.

Chapter 69I-5, F.A.C.

State Projects Compliance Supplement Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

END OF EXHIBIT 1

ATTACHMENT II**CERTIFICATIONS AND ASSURANCES**

Council will not award this Master Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of any Contract or Agreement incorporating this Master Contract by reference, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, Section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements**
- H. Verification of Employment Status Certification**
- I. Records and Documentation**
- J. Certification Regarding Inspection of Public Records**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Master Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal

contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Master Contract and any contract incorporating this Master Contract by reference was made or entered into. Submission of this certification is a prerequisite for making or entering into this Master Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOE and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in Section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not participating in a boycott of Israel.

If any Contract or Agreement incorporating this Master Contract by reference is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Master Contract and any Contract or Agreement incorporating this Master Contract by reference and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify any of the statements in this certification, Contractor shall attach an explanation to this Master Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any subcontractors of services under this Master Contract or any Contracts or Agreements incorporating this Master Contract by reference have financial management systems capable

of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the Contractor, subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

3. If any Contract or Agreement incorporating this Master Contract by reference includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

5. The Contractor and any subcontractors of services under any Contract or Agreement incorporating this Master Contract by reference warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Master Contract or any Contract or Agreement incorporating this Master Contract by reference, and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to any Contract or Agreement incorporating this Master Contract by reference utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire contract term.

The Contractor shall require that the language of this certification be included in all sub-agreements, subgrants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract and any Contract or Agreement incorporating this Master Contract by reference imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or any party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 8.1 and 8.2 of this Master Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council and any attorneys' fees assessed or awarded against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Master Contract or any Contract or Agreement incorporating this Master Contract by reference, or services performed thereunder. a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.

2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (State of Florida, Department of Elder Affairs) are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization **does** ____ **does not** ____ provide for institutional memberships, as referenced in Section J.2. of this Attachment.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available for inspection as stated above.

By execution of this agreement, Contractor must include these provisions (A-J) by reference in all related subcontract agreements (if applicable) and Contractor certifies the representations outlined in parts A through J above, are true and correct.

Signature of Authorized Representative

Date

Title

Contractor

Address

ATTACHMENT III**ASSURANCES—NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), regarding labor standards for federally assisted construction sub agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Representative

Date

Title

Contractor

Address

ATTACHMENT IV

**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST**

City of Lauderdale Lakes, Florida / Lauderdale Lakes Alzheimer Care Center	County: Broward	PSA10
Address	Completed By:	
City, State ZIP	Date	Phone:

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with Council? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is staff representative of the population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain.

NA YES NO

☐ ☐ ☐

13. Are employees, applicants and participants informed of their protection against discrimination?

If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain.

NA YES NO

☐ ☐ ☐

14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility.

NA NUMBER

☐ _____

15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If NA or NO, explain.

NA YES NO

☐ ☐ ☐

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain.

YES NO

☐ ☐

17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain.

YES NO

☐ ☐

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain.

YES NO

☐ ☐

19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain.

YES NO

☐ ☐

20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain.

YES NO

☐ ☐

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain.

YES NO

☐ ☐

DOEA USE ONLY			
Reviewed By		In Compliance: YES NO*	
Program Office		*Notice of Corrective Action Sent ____/____/____	
Date	Telephone	Response Due ____/____/____	
On-Site	Desk Review	Response Received ____/____/____	

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. (“Other” races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOE recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the Florida State of Florida, Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504. 45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504. 45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

Social Media Policy

1.0 Purpose

The purpose of this policy is to establish guidelines for the use of social media. This policy must be followed in conjunction with the Department's Computer Use Policy #420.10, Chapter 60L-36, Conduct of Employees, Florida Administrative Code, and any other personnel policies regarding employee conduct.

2.0 Scope

This policy applies to employees, contracted employees, consultants, OPS, and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the Department's computer resource systems must comply with this policy. This policy applies to use of personal social media accounts accessed from both personal and DOEA owned or leased computers and other wireless communication devices such as cell phones and personal digital assistants.

3.0 Policy

Social media is a term commonly used to describe websites and online tools which allow users to interact with each other by sharing information, opinions, knowledge and interests. Social media includes, but are not limited to, blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, SMS (texting), social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube.

The Department recognizes that social media are powerful communications tools that can be used to enhance services, promote collaboration, provide information and for personal enrichment. The Department respects the rights of employees to use these tools as a medium of self-expression. The Department also recognizes that permitting the use of such tools is not without risk, and has developed the following guidelines that employees must observe when using social media.

Please be aware that the Department's official electronic business is primarily conducted via the Department's email system therefore; if employees, contracted employees, consultants, OPS, and volunteers use social media to conduct official Department business then they must provide notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's or entity's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

4.0 Guidelines for Employees

4.1 Respect Department time and property: Use of Department computers and other wireless communication devices are designed and intended to assist the employee in the accomplishment of the employee's job assignments. Social networking must not interfere with the employee's timely performance of work obligations. Reasonable use of social media for personal use is permitted during breaks and lunch. Excessive use of social media during work hours is prohibited and may be grounds for disciplinary action as provided in Chapter 60L-36, Florida Administrative Code.

4.2 Confidential Information: Employees are prohibited from posting any confidential, proprietary, copyrighted, protected health information (PHI) or otherwise legally protected information or materials on their social networking accounts.

4.3 Respectful Communications: State Employees must remember to conduct themselves, on and off the job, in a manner that will not bring discredit or embarrassment to the state, its employees or agents. This includes online activity. See Rule 60L-36.005, Florida Administrative Code. Be respectful when using social media especially in communications and blogs related to or referencing the Department, an affiliate, or partner. Information exchanged on social networking sites can be accessed by vendors, suppliers, and business partners and can be kept on-line, in theory, forever.

- a. Employees are prohibited from using social networking accounts to harass, bully, threaten, libel, malign, defame, disparage, or discriminate against co-workers, managers, vendors, or anyone else. Behaviors that constitute harassment and bullying include, but are not limited to, comments that are derogatory with respect to race, religion, gender, sexual orientation, color, age, or disability; sexually explicit or suggestive, humiliating, or demeaning comments; threats to stalk, haze, or physically injure another employee.
- b. Supervisors, managers and administrators are cautioned to remember that if they “friend” subordinates, or subordinates of other supervisors, managers, and administrators they need to maintain the same appropriate professional relationship online as in the office.
- c. Employees are prohibited from writing about, posting pictures of, or otherwise referring to any other employees without their permission.
- d. Employees should refrain from using profane and vulgar language and avoid discussions of conduct that is prohibited by Department policies, such as alcohol or drug use on state property or during work hours.

4.4 Use Personal Email Addresses Only On Social Networking Sites: Department email addresses should be used only for work-related communications. The “elderaffairs.org” address attached to your name implies that you are acting on the Department’s behalf and all actions are public and subject to public records laws.

4.5 Remember You Are Responsible For What You Post: You are responsible for any of your online activity conducted either on your own computer or with a Department email address, and/or which can be traced back to the Department’s domain, and/or which uses Department assets, networks, and resources.

4.6 Disclaimers on Personal Sites: If you identify yourself as an employee of the Department, please remember to identify your views and opinions as your own. You must note that the views expressed are your own and do not necessarily reflect the views of the Department.

4.7 Monitoring: In conjunction with the Department’s Computer Use Policy, the Department reserves the right, at its discretion, to review any employee’s electronic files and messages and usage to the extent necessary to ensure that electronic media and services are being used in compliance with the law and with this and other Department policies.

- a. Employees must understand that anything they post online from any computer is public and employees should not assume that they have a right to privacy with regards to

electronic communications that are sent, received, created, accessed, obtained, viewed, or stored on the Department's systems.

- b. As a matter of policy, however, the Department will not systematically monitor an employee's use of social media unless it is necessary for non-investigatory, work-related purposes, or for investigations of allegations of work-related misconduct.

5.0 Modifications: The Department reserves the right to modify, discontinue or replace the policy or any terms of the policy. The Department will endeavor to give notice of all changes to its Social Media Policy.

6.0 Enforcement: Any employee found to have violated this policy may be subject to disciplinary action, up to and including dismissal, as provided by Rule 60L-36.005, Florida Administrative Code.

7.0 Guidelines for Affiliates Hosting Social Network Sites: This policy applies to any organization or entity affiliated with the Department of Elder Affairs that chooses to maintain a social networking service using the Department's computer resource systems. Please remember that the Department's official electronic business is primarily conducted via the Department's email system and not through social media.

7.1 Development and Maintenance: Organizations or entities affiliated with the Department must use good judgment and professionalism when creating and maintaining a social networking page. Be cognizant that what is posted by the organization reflects on the Department.

7.2 Post Accurate Information: The organization or entity must post accurate information and promptly correct any misinformation posted.

7.3 Removal of Inappropriate Content: The organization must be responsible for screening and removing content that is offensive, rude, discriminatory, vulgar, libelous, or in any other respect violates this Department policy or its contracts.

7.4 Public Records: All content on the organization's or entity's page, including information about the organization's friends list, is subject to disclosure under Florida's Public Record Act. Therefore, the organization or entity must post a notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

7.5 Retention of Records: The organization or entity is required to have the capacity to electronically archive or store all communications sent or received on social networking sites that involve Department business. Entities must follow the public records retention schedule as set forth in the State of Florida General Records Schedule for State and Local Government Agencies. The Department's Information Technology department is available to assist if needed.

7.6 Communications: Any communications on any social networking site regarding Department business is subject to Florida's Government in the Sunshine Law. For example, members of a council, board or commission may not engage on any social networking site in a discussion of matters that foreseeably will come before the council, board or committee for official action.

Provider's State Contracts List

REPORT PERIOD: From

To

PROVIDER INFORMATION:

Name: _____

Phone #: _____

Address: _____

Email: _____

FEID: _____

Contact: _____

	Contract #	Contract/Program Name	State Agency/Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
18									\$ -
19									\$ -
20									\$ -
Total									

SIGNATURE: _____

DATE: _____

TITLE: _____

ATTACHMENT VII



Ron DeSantis
Governor

Michelle Branham
Secretary

BACKGROUND SCREENING

Attestation of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term "employer" means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of

Employer Name

located at _____
Street Address City State ZIP code

I, _____ do hereby affirm under penalty of
Name of Representative

perjury that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

Signature of Representative

Date

ATTACHMENT VIII

CONTRACTOR INFORMATION

CONTRACT # _____ CONTRACT PERIOD: _____

Contractor Name: _____

Address: _____

Telephone: _____ Fax: _____

Website: _____

Executive Director or Chief Administrator: _____

Title: _____

Telephone: _____

Email Address: _____

President or Head of Governing Body or Board: _____

Title: _____

Address: _____

Telephone: _____ Fax: _____

Email Address: _____

Contact Person for Program Administration:

Name: _____

Title: _____

Telephone: _____

Email Address: _____

Contact Person for Financial and Administrative Records:

Name: _____

Title: _____

Address: _____

Telephone: _____

Email Address: _____

Name and title of person(s) authorized to sign contracts:

Agency's FEID #: _____ Agency's DUNS #: _____

Audit(s) are due by the end of the ninth month following the end of the agency's fiscal year.

Contractor Fiscal Year: _____ to _____

ATTACHMENT VIII**Business Associate Agreement**

This Agreement, made as by and between **Areawide Council on Aging of Broward County** (“Covered Entity”), a Florida corporation, and **City of Lauderdale Lakes, Florida / Lauderdale Lakes Alzheimer Care Center** (“Business Associate”).

WHEREAS, the Areawide Council on Aging of Broward County is a Covered Entity as defined in the Privacy Rule adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy Rules).

WHEREAS, the Business Associate has been retained by the Covered Entity to perform a function, activity, or service on behalf of Covered Entity that requires the Business Associate have access to Protected Health Information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the Privacy Rule, the Security Rule Health Information Technology for Economic and Clinical Health Act (HITECH), the Final Rules and any rules or guidance issued by the Secretary from time to time with respect to such security, privacy, use and disclosure requirements.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

Section 1. Definitions.

- (a) Breach shall mean the acquisition, access, use or disclosure of protected health information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the protected health information. For purposes of this definition, “compromises the security or privacy of the protected health information” means poses a significant risk of financial, reputational, or other harm to the individual.
- (a) HITECH shall mean Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), called the Health Information Technology for Economic and Clinical Health (HITECH) Act, codifies and expands on many of the requirements promulgated by the Department of Health & Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to protect the privacy and security of protected health information (PHI).
- (b) Individual means the person who is the subject of protected health information 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (c) Privacy Officer shall mean Ramona Woods, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10213; email: woods@adrcbroward.org.

- (d) Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (e) Protected Health Information or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) Required by Law shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- (g) Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.
- (h) Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI relating to the Covered Entity.
- (i) Security Officer shall mean Chris Delez, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10214; email: delezc@adrcbroward.org.
- (j) Security Rule shall mean the Health Insurance Reform: Security Standards at 45 CFR Parts 160, 162 and 164.
- (k) Underlying Agreement shall mean the services agreement executed by the Covered Entity and Business Associate, if any.
- (l) Unsecured PHI means PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under Section 13402 of Public Law 111-5 on the HHS website (45 CFR 164.402).

Section 2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (a) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than provided for by this Agreement.
- (b) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this Agreement.
- (c) Business Associate agrees to comply with the Security Rules, as required by HITECH, in a manner consistent with the Rule and regulations that may be adopted by relevant federal agencies, to keep all electronic PHI in a secure manner, as required under federal law.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. See “Reporting” contained in this Agreement.

- (e) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- (f) Business Associate agrees to make available, in the time and manner designated by Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, as necessary to satisfy Covered Entity's requirements under 45 CFR 164.524.
- (g) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. 164.522, except where such use, disclosure or request is required or permitted under applicable law.
- (h) Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. 502(b)(1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. 164.514(e)(2) to accomplish the intended purpose of such request, use or disclosure as interpreted under related guidance issued by the Secretary from time to time.
- (i) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.
- (j) Business Associate agrees to make internal practices, books, and records including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- (k) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (l) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (m) Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that it is required to comply with the confidentiality, disclosure, breach notification, compliance, and re-disclosure requirements of HITECH, Privacy Rule and the Security Rule to the extent such requirements may be applicable.
- (n) Business Associate acknowledges that if it becomes aware of a "pattern of activity or practice" by Covered Entity, or any other Business Associate, that breaches a Business Associate Agreement, but fails to cure that breach, Business Associate shall immediately terminate the relevant agreement, or report the non-compliance to the United States Department of Health and Human Services' Office of Civil Rights.

- (o) Business Associate acknowledges that it is subject to compliance audits by the United States Department of Health and Human Services' Office of Civil Rights.
- (p) Business Associate shall comply with any and all regulatory requirements which may arise in the future to comply fully with the Privacy Rules, the Security Rule, ARRA, and HITECH, including, but not limited to, restrictions on disclosures to health plans, clarified minimum necessary standards, expanded accounting requirements applicable to electronic health records, revised prohibitions on sales of PHI, and updated marketing and fundraising restrictions. Business Associate shall require that any agent, including a subcontractor, shall also comply with the requirements set forth herein.
- (q) Business Associate acknowledges that, pursuant to HITECH, Business Associate, its employees and contractors, and any third party (and their employees, contractors, and further third parties) who may have access to or possession of the Covered Entity's PHI, are subject to regulatory oversight of the various federal and/or state agencies as a Business Associate, and may be subject to both civil and criminal penalties which may arise from violations of this Agreement, the Privacy Rules, the Security Rule, HITECH, and any rules or guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.
- (r) Business Associate agrees to provide the Covered Entity with notice of a Breach of Unsecured PHI pursuant to the requirements of 45 CFR 164.402. See "Reporting" contained in this Agreement.
- (s) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 154, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- (t) Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

Section 3. Permitted Uses and Disclosures by Business Associate

- (a) Except as otherwise limited in this Agreement, Business Associate may use and/or disclose PHI only in a manner that is necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- (b) Business Associate may use or disclose PHI as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (e) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by

law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose(s) for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Section 4. Reporting

As described below, Business Associate shall report to the Covered Entity in writing (a) any use or disclosure of PHI not permitted under 45 CFR section 164, Subpart E, this Agreement, or by law, (b) any Security Incident of which it becomes aware and (c) any Breach of Unsecured PHI in accordance with HITECH, including 42 U.S.C.A. section 17932.

(a) Reporting Security Incidents or Improper Uses or Disclosures. Business Associate shall make the report to the Covered Entity's Privacy Officer (or to the Security Officer in the event of a Security Incident) within 3 business days after Business Associate learns of such unauthorized use or disclosure or Security Incident. Business Associate's report shall: (1) identify the nature of the unauthorized use or disclosure or Security Incident including the date of the Security Incident or unauthorized use or disclosure and date of discovery; (2) identify the PHI affected; (3) identify who made or caused the unauthorized use and/or received the unauthorized disclosure and/or participated in the Security Incident, if known; (4) identify what Business Associate has done or shall do to mitigate any deleterious effect of the Breach, unauthorized use or disclosure or Security Incident; (5) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure or Security Incident; and (6) provide such other information, including a written report, as reasonably requested by the Privacy Officer or Security Officer. Any Security incident or unauthorized use or disclosure of PHI that is a Breach of Unsecured PHI shall be reported as required under subsection (b) below.

(a) Notification of a Breach. Pursuant to HITECH, including 42 U.S.C.A. section 17932, and regulations under 45 CFR Parts 160 and 164, as amended, Business Associate shall provide written notice to the Covered Entity's Privacy Officer of any Breach of Unsecured PHI within 3 business days after Business Associate discovers the Breach. Business Associate shall conduct the risk assessment to determine whether a Breach occurred. Business Associate's report to the Covered Entity shall identify or describe: (1) the affected Individual(s) whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed; (2) the incident, including the date of the Breach and the date of the discovery of the Breach, if known; (3) who made or caused the Breach/unauthorized use and/or received the unauthorized disclosure; (4) the types of Unsecured PHI involved in the Breach; (5) any specific steps the Individual(s) should take to protect him or herself from potential harm related to the Breach; (6) what the Business Associate is doing to investigate the Breach, to mitigate losses and to protect against further Breaches; (7) contact procedures for how the Individual(s) can obtain further information from Business Associate; and (8) such other information, including the risk assessment analysis prepared by Business Associate, as reasonably requested by the Covered Entity's Privacy Officer.

Section 5. Obligations of Covered Entity

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

- (a) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures under this Agreement.
- (b) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this Agreement.
- (c) With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been accessed, acquired, used or disclosed as a result of such breach, except when law enforcement requires a delay pursuant to 45 CFR 164.412:
 - 1. Without unreasonable delay and in no case later than 60 days after discovery of a breach.
 - 1. By notice in plain language including and to the extent possible: a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; a description of the types of Unsecured PHI that were involved in the breach; any steps Individual(s) should take to protect themselves from potential harm resulting from the breach; a brief description of what the Covered Entity involved is doing to investigate the Breach, mitigate the harm to Individual(s), and to protect against any further Breaches; and, contact procedures for Individual(s) to ask questions or learn additional information which shall include a toll-free telephone number, an e-mail address, web site or postal address.
 - 2. Use a method of notification that meets the requirements of 45 CFR 164.404(d).
 - 3. Provide notice to the media when required under 45 CFR 164.405 and to the Secretary pursuant to 45 CFR 164.408.

Section 6. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy & Security Rule if done by Covered Entity.

Section 7. Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of the date the Covered Entity signs this Agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either (1) provide an opportunity for Business Associate to cure the breach and then terminate the Underlying Agreement if Business Associate does not cure the breach within time period specified by the Covered Entity or (2) terminate the Underlying Agreement immediately. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (c) Effect of Termination. (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement or the Underlying Agreement for any reason, Business Associate shall return or destroy all

PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate and subcontractors shall retain no copies of the PHI. (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties, that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Section 8. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy & Security Rule means the section as is currently effect or as may be amended from time to time, and for which compliance is required.
- (a) Indemnification. Business Associate shall release, defend, indemnify and hold Covered Entity harmless from and against any claims, fees, losses, and costs, including, without limitation, reasonable attorneys' fees and costs, that Covered Entity may sustain as a result of, or arising out of (i) a breach of this Agreement by Business Associate or its agents or Subcontractors, including, but not limited to, any unauthorized use, disclosure or breach of PHI, (b) Business Associate or its subcontractor's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitation, failure to perform Business Associate's obligations under this Agreement, the Privacy Rule or the Security Rule or any other applicable law or rule.
- (b) Remedies. The parties acknowledge that breach of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if Covered Entity has actual notice of an intended breach, Covered Entity shall be entitled to a remedy of specific performance and/or injunction refraining Business Associate from violating or further violating this Agreement. The parties agree the election of the Covered Entity to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right the Covered Entity may have to recover damages.
- (c) Amendment. The parties agree to take such action as is necessary to amend this Agreement and the Underlying Agreement if necessary from time to time as is necessary to comply with the requirements of the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, ARRA the HITECH Act, the HIPAA rules and any other applicable laws. Regardless of written amendment to this Agreement or the Underlying Agreement, the parties agree to comply with all applicable laws
- (d) Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement and/or Underlying Agreements, as shall the rights of access and inspection of Business Associate by Covered Entity.
- (e) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules, HIPAA, ARRA, the HITECH Act, the HIPAA Rules and any other applicable law.
- (f) Governing Law; Conflict. This agreement shall be enforced and construed in accordance with the laws of the State of Florida. Jurisdiction of any litigation with respect to this Agreement shall be in Florida, with venue in a court of competent jurisdiction located in Pinellas County. In the event of a conflict between the terms of this Agreement and the terms of any of the Underlying Agreements, the terms of this Agreement shall control.

- (g) Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.
- (h) Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
- (i) Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.

Contractor (Business Associate):

Name of Contractor

Signature of Authorized Representative

Date

Printed Name

Title

Address

Phone**Areawide Council on Aging of Broward County (Covered Entity):**

Signature of Authorized Representative

Date

JOHN G. PRIMEAU

Printed Name

PRESIDENT

Title

Exhibit “A”

Contract Summary for

Master Contract for General Revenue Funds with the Areawide Council on Aging of Broward County and the Lauderdale Lakes Alzheimer's Care Center

This is a resolution approving the Master Contract JM023-25-2025 effective January 1, 2023 through December 31, 2025 between the Areawide Council on Aging of Broward County, Inc. and the City of Lauderdale Lakes/Lauderdale Lakes Alzheimer's Care Center. The purpose of this Master Contract is to provide the services specified in each contract or agreement incorporating this Master Contract. The services include respite and case management services provided under the Older Americans Program Act and the Alzheimer's Disease Initiative.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: Yes

Title
RESOLUTION 2022-139 ADOPTING AN AGREEMENT FOR OLDER AMERICANS ACT BETWEEN THE AREAWIDE COUNCIL ON AGING AND THE CITY OF LAUDERDALE LAKES/LAUDERDALE LAKES ALZHEIMER CARE CENTER TOTALING FORTY NINE THOUSAND TWO HUNDRED NINETY NINE DOLLARS AND 39/100 (\$49,299.39)

Summary
This resolution ratifies the adoption of Standard Agreement for contract number JA123-25-2023, effective January 1, 2023, through December 31, 2023, between the Areawide Council on Aging of Broward County, Inc. and the City of Lauderdale Lakes/Lauderdale Lakes.

Staff Recommendation

Background:

Staff recommends that the City of Lauderdale Lakes Commission adopt a resolution authorizing the Mayor to sign the Older Americans Act contract number JA123-25-2023 with the Areawide Council on Aging of Broward County for \$49,299.39 to enable the purchase of Respite Care hours of service from the Lauderdale Lakes Alzheimer's Care Center. This Resolution shall be deemed effective January 1, 2023, and shall take effect immediately upon its final passage.

Background: The annual application for funding from the Areawide Council on Aging of Broward County for calendar year 2023 for Older American Act (OAA) was submitted in October 2022. The Application, consisting of Program and Contract Module, was prepared by the Parks and Human Services staff.

The Older American Act contract total for calendar year 2023 is \$49,229.39.

Funding Source:

Areawide Council on Aging of Broward County

Fiscal Impact:

Sponsor Name/Department: Treasa Brown Stubbs, Director of Parks and Human Services

Meeting Date: 12/27/2022

ATTACHMENTS:

Description	Type
❑ Resolution 2022-139 - OAA between Areawide Council on Aging and City of Lauderdale Lakes	Resolution
❑ AGREEMENT/CONTRACT	Exhibit
❑ Summary	Backup Material

RESOLUTION 2022-139

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT JA123-25-2023, RENEWING THE ALZHEIMER'S DISEASE INITIATIVE PROGRAM AGREEMENT BETWEEN THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC., AND CITY OF LAUDERDALE LAKES/LAUDERDALE LAKES ALZHEIMER'S CARE CENTER, FOR A ONE-YEAR TERM EFFECTIVE JANUARY 1, 2023 THROUGH DECEMBER 31, 2023, INCORPORATING THE MASTER CONTRACT JM023-25-2025, PROVIDING FOR FUNDING IN AN AMOUNT NOT TO EXCEED FIFTY-TWO THOUSAND TEN AND 43/100 (\$52,010.43) DOLLARS, INCLUDING CITY MATCHING FUNDS IN THE AMOUNT OF TWO THOUSAND SEVEN HUNDRED ELEVEN AND 04/100 (\$2,711.04) DOLLARS, FOR THE PURCHASE OF IN-FACILITY RESPITE CARE FOR TWO (2) LOCATIONS PROVIDED UNDER THE OLDER AMERICANS PROGRAM ACT, A COPY OF CONTRACT JA123-25-2023 IS ATTACHED HERETO AS **EXHIBIT A**; AND DRAFT COPIES OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes (the "City"), by and through its operation of the Lauderdale Lakes Alzheimer Care Center, provides therapeutic activities for cognitively impaired adults in a reassuring environment focused on safety, supervision and other support services for the elderly and those suffering from Alzheimer's Disease in connection with the efforts of the Areawide Council on Aging of Broward County, Inc. (the "Areawide Council"), a not-for-profit organization which administers various funds for such services;

WHEREAS, the application for funds from the Areawide Council and Alzheimer's Disease Initiative (ADI) Program are submitted annually per the respective funding period; in various circumstances, it is appropriate for the City to recoup the operation cost and expense of certain operations through user fees;

1 WHEREAS, the City receives funding for the Alzheimer Care Center from two funding
2 sources, that is, the Federal Older American Act ("OAA") Title III B funds and the Areawide Council
3 on Aging ("AAA") local matching funds for Title III B ("Funding Sources"), under the State
4 Alzheimer's Disease Initiative;

5 WHEREAS, the Funding Sources required the making of a master contract to provide for
6 the terms and conditions of the administration of such funds ("Master Contract");

7 WHEREAS, the Master Contract, JM020-25-2022, was approved by the City Commission
8 during its December 10, 2019 Commission Meeting via Resolution 2019-137;

9 WHEREAS, the City continues to provide a high level of care for victims of Alzheimer's
10 Disease at the Lauderdale Lakes Alzheimer's Care Center ("Center") under the ADI Program;

11 WHEREAS, during October 2022, the City applied for funding from the Areawide Council
12 and OAA for calendar year 2023;

13 WHEREAS, City Staff recommends the execution of that certain contract, JA123-25-2023,
14 between the City and Areawide Council ("Contract") providing funding in an amount not to
15 exceed Fifty-Two Thousand Ten and 43/100 (\$52,010.43) Dollars ("Contract Funds") for the
16 purchase of in-facility respite care for two (2) locations within the City to ensure continuing care,
17 safety, and support for those suffering with Alzheimer's Disease;

18 WHEREAS, Forty-Six Thousand Eight Hundred Nine and 39/100 (\$46,809.39) Dollars of the
19 Contract Funds represents funds from OAA and Two Thousand Four Hundred Ninety and No/100
20 (\$2,490.00) Dollars of the Contract Funds represents Areawide Council local matching funds; and

1 WHEREAS, in accordance with provision of Title III of the OAA, the City will contribute Two
2 Thousand Seven Hundred Eleven and 04/100 (\$2,711.04) Dollars in matching funds ("Matching
3 Funds") to the project.

4 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
5 LAUDERDALE LAKES AS FOLLOWS:

6 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
7 confirmed as being true, and the same are hereby made a part of this Resolution.

8 SECTION 2. AUTHORITY: The Mayor and City Clerk are hereby authorized and directed
9 to execute and attest, respectively, that certain Contract JA123-25-2023, between The Areawide
10 Council On Aging Of Broward County, Inc. and City of Lauderdale Lakes/Lauderdale Lakes
11 Alzheimer's Care Center, for a one-year term effective on January 1, 2023 through December 31,
12 2023, incorporating the Master Contract JM023-25-2025, providing for funding in an amount not
13 to exceed Fifty-Two Thousand Ten and 43/100 (\$52,010.43) Dollars, which amounts further
14 includes City matching funds in the amount of Two Thousand Seven Hundred Eleven and 04/100
15 (\$2,711.04) Dollars, for the purchase of In-Facility Respite Care for two (2) locations provided
16 under the Older Americans Program Act, in substantially the form as attached hereto as **Exhibit A**,
17 and incorporated herein by reference.

18 SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk, through the Acting City
19 Manager, is hereby authorized to obtain three (3) executed copies of the Contract with one (1)
20 copy of the Agreement to be directed to Areawide Council on Aging of Broward County, Inc., with
21 one (1) copy to be maintained by the City; and with one (1) copy directed to the Office of the City
22 Attorney.

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD DECEMBER 27, 2022.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Treasa Brown Stubbs, Director of Parks and Human Services, Acting City Manager

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Mark Spence	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the "Council," and **City of Lauderdale Lakes, Florida / Lauderdale Lakes Alzheimer Care Center**, hereinafter referred to as the "Contractor" who are collectively referred to as the "Parties." This Contract is subject to all provisions contained in the Master Contract JM023-25-2025, hereinafter referred to as the "Master Contract" executed between the Council and the Contractor, and its successor, incorporated herein by reference.

WITNESSETH THAT:

WHEREAS, the Council has determined that it is in need of certain services as described herein; and

WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an Independent Contractor for the Council.

NOW, THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract

The purpose of this Contract is to provide services in accordance with the terms and conditions specified in this Contract, including all attachments, forms, exhibits, and references incorporated, which constitute the Contract document.

2. Incorporation of Documents within the Contract

This Contract will incorporate attachments, proposal(s), service provider application(s), grant contracts, relevant State of Florida, Department of Elder Affairs' handbooks, manuals or desk books and Master Contract, as an integral part of the Contract, except to the extent that the Contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the Contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Contract document and identified attachments.

3. Term of Contract

This Agreement when executed will have an effective date of January 1, 2023. It will end at midnight, Eastern Standard Time on December 31, 2023.

4. Contract Amount

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$49,299.39**, subject to the availability of funds. **\$46,809.39** represents Federal Older Americans Act (OAA) Title III B funds, and **\$2,490.00** represents Areawide Council on Aging (AAA) local matching funds for Title III B. In accordance with provision of Title III of the Older Americans Act, the Contractor will contribute **\$2,711.04** to the project in matching funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. Renewals

By mutual agreement of the Parties, in accordance with s. 287.058(1) (g), F.S., the Council may renew this Contract for a period not to exceed three years, or the term of the original Contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply to the Council's request for Service Provider Application. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original Contract and contingent upon satisfactory performance evaluations by the Council and the availability of funds.

6. Background Screening

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.

- 6.1** To demonstrate compliance with this provision, Contractor shall submit Attachment VIII, Background Screening Affidavit of Compliance annually, by January 6, 2023. Further information concerning the procedures for background screening is found at <https://elderaffairs.org/about-us/background-screening/>.

6.2 Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any subcontractors pertaining to the services provided under this Contract and referred to a governmental or investigatory agency must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

7. Nondiscrimination-Civil Rights Compliance

- 7.1** The Contractor shall execute assurances as stated in the Assurances-Non-Construction Programs, Attachment III of the Master Contract, that it will not discriminate against any person in the provision of services or benefits under this Contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
- 7.2** During the term of this Contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, Attachment IV.
- 7.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 7.4** If this Contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In

the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

8. Provision of Services:

The Contractor shall provide services in the manner described in Attachment I.

9. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:	City of Lauderdale Lakes, Florida / Lauderdale Lakes Alzheimer Care Center 4320 N.W. 36th Street Lauderdale Lakes, FL 33319
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Treasa Brown Stubbs, Project Director City of Lauderdale Lakes, Florida / Lauderdale Lakes Alzheimer Care Center 4320 N.W. 36th Street Lauderdale Lakes, FL 33319
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under this Contract is:	Treasa Brown Stubbs, Project Director City of Lauderdale Lakes, Florida / Lauderdale Lakes Alzheimer Care Center 4320 N.W. 36th Street Lauderdale Lakes, FL 33319 954-535-2800
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Council's Program Specialist for this Contract is:	Samantha Riviere Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.		

10. All Terms and Conditions Included:

This Contract and its Attachments, I - VIII and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either written or verbal between the Parties. By signing this Contract, the Parties agree that they have read and agree to the entire Contract.

IN WITNESS THEREOF, the Parties hereto have caused this 36-page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:
**City of Lauderdale Lakes, Florida /
Lauderdale Lakes Alzheimer Care Center**

**Areawide Council on Aging of
Broward County, Inc.**

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

SIGNED BY

SIGNED BY

NAME

JOHN G. PRIMEAU
NAME

TITLE

PRESIDENT
TITLE

DATE

DATE

FEDERAL ID NUMBER: 59-0974050
FISCAL YEAR-END DATE: September 30
DUNS: 82413600

ATTACHMENT I

OLDER AMERICANS ACT STATEMENT OF WORK

I. SERVICES TO BE PROVIDED

A. Definitions of Terms

1. Contract Acronyms

AAA - Area Agency on Aging
ACL - Administration on Community Living
ADL - Activities of Daily Living
AIRS - Alliance of Information & Referral Systems
APCL - Assessed Priority Consumer List
APS - Adult Protective Services
CAP - Corrective Action Plan
CDSME - Chronic Disease Self-Management Education
CDSMP - Chronic Disease Self-Management Program
CIRTS - Client Information and Registration Tracking System
DBPR - Department of Business and Professional Regulation
DHHS - Department of Health and Human Services
DOH - Florida Department of Health
DOEA - State of Florida, Department of Elder Affairs
EBDPHPP - Evidence-Based Disease Prevention and Health Promotion Program
I&R - Information and Referral
IADL - Instrumental Activities of Daily Living
NCOA - National Council on Aging
NSIP - Nutrition Services Incentive Program
OAA - Older Americans Act
PSA - Planning and Service Area
SPA - Service Provider Application
USDA - US Department of Agriculture

2. Program Specific Terms

Adult Child with a Disability: A child who is age 18 or older and is financially dependent on an older individual who is a parent of the child and has a disability.

Child: An individual who is not more than eighteen (18) years of age or an individual with a disability.

Criteria: A standard which the AoA/ACL set for the Title IIID Program.

Description of Event: A description of what took place during the activity.

Direct Elders Served: The number of elders who participated in the program.

Family Caregiver: An adult family member, or another individual, who is an informal provider of in-home and community care to an older individual.

Frail: When an older individual is (1) determined to be unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision or (2) unable to perform at least three such activities without such assistance; or, (3) due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

Grandparent: A grandparent or step-grandparent of a child, or a relative of a child by blood,

marriage or adoption, who: (1) lives with the child, (2) is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child, and (3) has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally.

Living Healthy: Also known as the Chronic Disease Self-Management Program (CDSMP) for the State of Florida.

Provider: A provider is the organization/individual actually conducting the direct service to the clients. CIRTIS entries and Monthly Programmatic Report, where the provider is listed, should be the actual organization conducting the service.

Service Provider Application: A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system, in the respective service area, in accordance with the Section 306 of the Older Americans Act (42 U.S.C. 3026), and the Council instructions.

B. General Description

1. General Statement

The Older Americans Act (OAA) Program is a federal program initiative that provides assistance to older persons and caregivers and is the only federal supportive services program directed solely toward improving the lives of older people.

The program provides a framework for a partnership among the different levels of government and the public and private sectors with a common objective, improving the quality of life for all older individuals by helping them to remain independent and productive.

The primary purpose of the OAA program is to foster the development and implementation of comprehensive and coordinated systems to serve older individuals. The OAA program uses these systems to assist older individuals to attain and maintain maximum independence and dignity in a home environment and allows for the capability of self-care with appropriate supportive services.

2. Authority

All applicable federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following:

- a. Catalog of Federal Domestic Assistance Nos. 93.043, 93.044, 93.045, and 93.052;
- b. Older Americans Act of 1965, as amended 2016;
- c. Section 311 of the Older Americans Act of 1965, as amended 2016 (42 U.S.C. § 3030a);
- d. 42 U.S.C. § 303 and § 604;
- e. Rule 58A-1, Florida Administrative Code (F.A.C.);
- f. Section 430.101, Florida Statutes (F.S.); and
- g. DOEA Programs and Services Handbook, which is hereby incorporated by reference, to include any subsequent revisions thereof.

3. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of the Title IIIB, Supportive Services; Title IIIC1, Congregate Nutrition Services; Title IIIC2, Home Delivered Nutrition Services; Title IIID, Evidence-Based Disease Prevention and Health Promotion Services; and Title IIIE, Caregiver Support Services programs of the OAA within its designated sector outlined in the Council-approved SPA and as specified in the Budget Summary, Attachment IV. The scope of service includes planning, coordinating and assessing the needs of older persons, and assuring the availability and quality of services. The services shall be provided in a manner consistent with and described in both the current Contractor's Council-approved SPA and the current DOEA Programs and Services Handbook.

4. Major Program Goals

The major goals of the OAA Program are to improve older individuals' quality of life, preserve their independence, and prevent or delay their need for costlier institutional care. These goals are achieved through the implementation of a comprehensive and coordinated service system that provides a continuum of service alternatives and effective delivery of nutritious meals that meet the diverse needs of elders and their caregivers.

C. Clients to be Served

1. General Description

The OAA Program gives preference to older individuals with greatest economic need and older individuals with greatest social need, with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.

2. Client Eligibility

a. OAA Title III

Consumers shall not be dually enrolled in an OAA Program and a Medicaid capitated Long-Term Care Program, except consumers in need of OAA Legal Assistance services and OAA Congregate Nutrition Services, including transportation to and from congregate meal sites.

b. OAA Title IIIB, Supportive Services

- i. Individuals must be age sixty (60) or older; and
- ii. I&R/Assistance services are provided to individuals regardless of age.

c. OAA Titles IIIC1 and IIIC2, Nutrition Services, General

General factors that shall be considered in establishing priority for the receipt of nutrition services include those older persons who:

- i. Cannot afford to eat adequately;
- ii. Lack the skills or knowledge to select and prepare nourishing and well-balanced meals;
- iii. Have limited mobility which may impair their capacity to shop and cook for themselves;
- iv. Have a disabling illness or physical condition requiring nutritional support; or
- v. Have been screened at a high nutritional risk.

d. OAA Title IIIC1, Congregate Nutrition Services

In addition to meeting the general nutrition services eligibility requirements listed in Section I.C.2.c., individuals must be mobile, not homebound, and physically, mentally, and medically able to attend a congregate nutrition program. Individuals eligible to receive congregate meals include the following:

- i. Individuals age sixty (60) or older;
- ii. Any spouse (regardless of age) who attends the dining center with his/her eligible spouse;
- iii. Persons with a disability, regardless of age, who reside in a housing facility occupied primarily by older individuals where congregate nutrition services are provided;
- iv. Disabled persons who reside at home with and accompany an eligible person to the dining center; and
- v. Volunteers, regardless of age, who provide essential services on a regular basis during meal hours.

e. OAA Title IIIC2, Home Delivered Nutrition Services

In addition to meeting the general nutrition services eligibility requirements as listed in Section I.C.2.c., individuals must be homebound and physically, mentally, or medically unable to attend a congregate nutrition program. Individuals eligible to receive home delivered meals include the following:

- i. Individuals age sixty (60) or older who are homebound because of illness, disability, or

- isolation;
- ii. The spouse of a homebound eligible individual, regardless of age, if the provision of the collateral meal supports maintaining the person at home;
- iii. Individuals with disabilities, regardless of age, who reside at home with eligible individuals and are dependent on them for care; and
- iv. Persons at nutritional risk who have physical, emotional, or behavioral conditions which would make their presence at congregate nutrition sites inappropriate; and
- v. Persons at nutritional risk who are socially or otherwise isolated and unable to attend a congregate nutrition site.
- f. **OAA Title IIID, Disease Prevention and Health Promotion Services**
 - i. Target individuals age sixty (60) or older; and
 - ii. Priority will be given to individuals residing in medically underserved areas.
- g. **OAA Title IIIE, Caregiver Support Services**
Eligibility for OAA Title IIIE, Caregiver Support Services, is as follows:
 - i. Eligible individuals include
 - (1) Family caregivers of individuals age sixty (60) or older; and
 - (2) Grandparents, age fifty-five (55) or older, or older individuals, age fifty-five (55) or older, who are relative caregivers.
 - ii. For respite and supplemental services, a family caregiver must be providing care for an older individual who meets the definition of the term “frail” as defined above.
 - iii. Priority will be given to family caregivers who provide care for individuals with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction and to grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities.

II. MANNER OF SERVICE PROVISION

A. Service Tasks

To achieve the goals of the OAA Program, the Contractor shall ensure performance of the following tasks:

1. Client Eligibility Determination

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in Section I.C.2.

2. Targeting and Screening New Clients for Service Delivery

The Contractor shall develop and implement policies and procedures consistent with OAA targeting and screening criteria for new clients.

3. Program Services

The Contractor shall ensure the provision of program services is consistent with the Contractor’s current SPA, as updated and approved by the Council, and the current DOE Programs and Services Handbook.

4. Program Eligibility Requirements

a. Provider’s Nutrition Service Operations

The Contractor shall ensure that the nutrition service operations meet the requirements of this Contract, as well as any other applicable regulations and policies prescribed by the current DOE Programs and Services Handbook, DHHS, USDA, DOH and local health departments, DBPR, or any other agency designated to inspect meal quality for the State.

b. Prescribed Nutritional Requirements

The Contractor shall ensure that each meal provided under this Contract meets the following criteria:

- i. Complies with the current Dietary Guidelines for Americans, published by the Secretaries of the DHHS and USDA; and
- ii. Provides a minimum of thirty-three and a third percent (33 1/3%) of the dietary reference intakes/adequate intakes for a female age seventy (70) or older as established by the Food and Nutrition Board of the National Academy of Sciences.

c. Food Origin and Commodities Requirements

The Contractor may use NSIP funds to purchase foods of U.S. origin for their nutrition projects under Title III of the OAA. NSIP funds must be used to expand meal services to older adults.

B. Use of Subcontractors

If this Contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its agreement with the subcontractor. If any circumstance occurs that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or the performance of the subcontractor, the Contractor shall notify the Council's Program Specialist and the Council's Chief Financial Officer in writing of such delay. The Contractor shall not permit a subcontractor to perform services related to this Contract without having a binding subcontractor agreement executed. In accordance with Section 23 of the Master Contract, the Council will not be responsible or liable for any obligations or claims resulting from such action.

1. Copies of Subcontracts

The Contractor shall submit copies of all subcontracts to the Council's Program Specialist within thirty (30) days of execution of each subcontract agreement.

2. Monitoring the Performance of Subcontractors

The Contractor shall monitor, at least once per year, each of its subcontractors, sub-recipients, vendors, and/or consultants paid from funds provided under this Contract. The Contractor shall perform fiscal, administrative, and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor its subcontractors to ensure that the budget and scope of work are accomplished within the specified time periods, and that all performance goals stated in this Contract are achieved.

C. Staffing Requirements**1. Staffing Levels**

The Contractor shall assign staff as needed to perform the tasks, responsibilities, obligations and duties under this Contract.

2. Professional Qualifications

The Contractor shall ensure that the staff responsible for performing any duties or functions within this Contract have the qualifications specified in the DOEA Programs and Services Handbook.

The Contractor shall have a representative participate in conference calls and training as required by the Council.

3. Service Times

The Contractor shall ensure the provision of the services listed in the Contract during normal business hours unless other times are more appropriate to meet the performance requirements of the Contract, and it shall monitor its subcontractors to ensure they are available to provide services during hours responsive to client needs and during those times which best meet the needs of the relevant service

community. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm, except on holidays.

4. Changes in Title IIID Service Delivery Locations or Service Times

The Contractor shall provide the Council's Program Specialist with 30 days' notice of any plan temporarily or permanently changing any Title IIID service delivery location or service times. Any changes to the service delivery location or service times must have the approval of the Council's Program Specialist.

5. Use of Volunteers to Expand the Provision of Available Services

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service), in community service settings. The Contractor shall provide a quarterly report of volunteer activities and services in a format provided by the Council.

The Contractor shall involve community centers, faith based-institutions, hospitals, libraries, or community sites in its EBDPHP services coordination efforts. If the program allows lay individuals, to be facilitators, the Contractor shall aim to use volunteers vs. paid staff for EBDPHP services.

D. Deliverables

The following section provides the specific quantifiable units of deliverables and the source documentation required to evidence the completion of the tasks specified in this Contract. The Contractor must submit all required documentation in the time and manner specified for the minimum performance levels to be met. Each deliverable must be accepted in writing by the Council's Program Specialist based on the requirements for each deliverable before the Contractor submits an invoice requesting payment.

1. Delivery of Services to Eligible Clients

The Contractor shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. The Contractor shall ensure the performance and reporting of the following types of services, in accordance with the Contractor's current Council-approved SPA, the current DOE A Programs and Services Handbook, and Section II.A.

a. Supportive Services (IIIB Program)

Supportive services include a variety of community-based and home-delivered services that support older individuals' quality of life by helping them remain independent and productive. Services include the following:

- i. Adult Day Care/Adult Day Health Care;
- ii. Caregiver Training/Support;
- iii. Case Aid/Case Management;
- iv. Chore and Chore (Enhanced);
- v. Companionship;
- vi. Counseling (Gerontological and Mental Health/Screening);
- vii. Education/Training;
- viii. Emergency Alert Response;
- ix. Escort;

- x. Health Support;
 - xi. Home Health Aid;
 - xii. Homemaker;
 - xiii. Housing Improvement;
 - xiv. Interpreter/Translating;
 - xv. Legal Assistance;
 - xvi. Material Aid;
 - xvii. Occupational Therapy;
 - xviii. Outreach;
 - xix. Personal Care;
 - xx. Physical Therapy;
 - xxi. Recreation;
 - xxii. Respite Services (In-Home and Facility Based);
 - xxiii. Screening/Assessment;
 - xxiv. Shopping Assistance;
 - xxv. Skilled Nursing;
 - xxvi. Specialized Medical Equipment, Services, and Supplies;
 - xxvii. Speech Therapy;
 - xxviii. Telephone Reassurance; and
 - xxix. Transportation.
- b. Congregate Nutrition Services (IIC1 Program)**
 Nutrition services are provided in congregate settings and are designed to reduce hunger and food insecurity and to promote socialization and the health and well-being of older individuals through access to nutrition and other disease prevention and health promotion services. Services include the following:
- i. Congregate meals;
 - ii. Congregate meals screening;
 - iii. Nutrition education; and nutrition counseling; and
 - iv. Outreach.
- c. Home Delivered Nutrition Services (IIC2 Program)**
 In-home nutrition services are provided to reduce hunger and food insecurity; promote socialization and the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services. Services include the following:
- i. Home delivered meals;
 - ii. Nutrition education and counseling;
 - iii. Outreach; and
 - iv. Screening/Assessment.
- d. Disease Prevention and Health Promotion Services (Title IID Program)**
 Evidence-Based Disease Prevention and Health Promotion (EBDPHP) services have been demonstrated through evaluation to be effective for improving health and wellbeing or reducing disease, disability, and/or injury among older adults. The ACL defines EBDPHP services as meeting highest-level criteria. Only services that meet the highest-level criteria are allowable under the IID Program. EBDPHP services must be delivered per the requirements of the program and ensure program fidelity. EBDPHP services include the following:
- i. A Matter of Balance;
 - ii. Active Living Every Day;
 - iii. Arthritis Foundation Exercise Program;

- iv. Arthritis Foundation Tai Chi Program (Tai Chi for Arthritis);
- v. Arthritis Self-Management Program;
- vi. Brief Intervention & Treatment for Elders (BRITE);
- vii. Chronic Disease Self-Management Program;
- viii. Chronic Pain Self-Management Program;
- ix. Diabetes Empowerment Education Program (DEEP);
- x. Diabetes Self-Management Program;
- xi. Disease Information
- xii. Enhance Fitness;
- xiii. Enhance Wellness;
- xiv. Fit and Strong!;
- xv. Healthy Eating Every Day;
- xvi. Healthy Ideas;
- xvii. Healthy Moves for Aging Well;
- xviii. Home Injury Control;
- xix. HomeMeds;
- xx. Physical Fitness;
- xxi. Powerful Tools for Caregivers;
- xxii. Program to Encourage Active Rewarding Lives for Seniors (PEARLS);
- xxiii. Programa de Manejo Personal de la Artritis;
- xxiv. Programa de Manejo Personal de la Diabetes;
- xxv. Stepping On;
- xxvi. Stay Active and Independent for Life (SAIL);
- xxvii. Tai Chi/Tai Ji Quan Moving for Better Balance (Highest-Level);
- xxviii. Tomando Control de su Salud;
- xxix. Un Asunto de Equilibrio; and
- xxx. Walk with Ease.

The Contractor must request in writing the use of any EBDPHP programs which are not listed in the DOE A Programs and Services Handbook (or Notice of Instruction) to the Council's Program Specialist or designee prior to delivering the service. If this supporting documentation is not submitted and approved by the Council, then the Council will not provide reimbursement for services.

e. Caregiver Support Services (IIIE Program)

The following services are intended to provide direct aid to caregivers in the areas of health, nutrition, and financial literacy, and to assist them with decision-making and problem-solving related to their caregiving roles and responsibilities:

- i. Adult Day Care/Adult Day Health Care;
- ii. Caregiver Training/Support;
- iii. Counseling (Gerontological and Mental Health/Screening);
- iv. Education/Training;
- v. Financial Risk Reduction (Assessment and Maintenance);
- vi. Outreach;
- vii. Powerful Tools for Caregivers;
- viii. Respite Services (In-Home and Facility Based);
- ix. Screening/Assessment; and
- x. Transportation.

f. Caregiver Support Supplemental Services (IIIES Program)

The following services are provided to complement the care provided by caregivers:

- i. Chore and Chore (Enhanced);
 - ii. Housing Improvement;
 - iii. Legal Assistance;
 - iv. Material Aid; and
 - v. Specialized Medical Equipment, Services and Supplies.
- g. Caregiver Support Grandparent Services (IIIIEG Program)**
 Services for grandparents or older individuals who are relative caregivers that are designed to help them meet their caregiving obligations include the following:
- i. Caregiver Training/Support;
 - ii. Child Day Care;
 - iii. Counseling (Gerontological and Mental Health/Screening);
 - iv. Education/Training;
 - v. Legal Assistance;
 - vi. Outreach;
 - vii. Screening/Assessment;
 - viii. Sitter; and
 - ix. Transportation.

2. Provision of Services

The Contractor shall ensure the provision of services outlined in this Contract in accordance with the DOEA Programs and Services Handbook, the Contractor's current Council-approved SPA, and the tasks described in Section II.A. of this Contract.

The Contractor shall ensure the provision of the services described in this Contract are in accordance with the current.

3. Service Unit

The Contractor shall ensure the provision of the services described in this Contract in accordance with the current DOEA Programs and Services Handbook at the unit rate specified in Attachment IV, Budget Summary, and the services tasks described in Section II.A. Contractor's performance will be measured on compliance with the DOEA Programs and Services Handbook and program guidelines.

The chart below lists the services allowed and the units of measurement. Units of services will be paid pursuant to the rate established in the 2023 SPA requested and approved by the Council.

Service		Unit of Service
Adult Day Care	Legal Assistance	Hour
Caregiver Training/Support	Mental Health Counseling/Screening	
Case Aid/Case Management	Nutrition Counseling	
Child Day Care	Occupational Therapy	
Chore Services	Personal Care	
Companionship	Physical Fitness	
Congregate Meals Screening	Physical Therapy	
Counseling Services	Program to Encourage Active, Rewarding Lives for Seniors (PEARLS)	
Enhance Fitness	Recreation	
Enhance Wellness		
Financial Risk Reduction Services		

Service		Unit of Service
Health Support Home Health Aide HomeMeds Homemaker Housing Improvement Interpreter/Translating	Respite Services Screening/Assessment Sitter Skilled Nursing Services Speech Therapy Stay Active and Independent for Life	
Emergency Alert Response		Day
A Matter of Balance Active Living Every Day Arthritis Foundation Exercise Program Arthritis Foundation Tai Chi Program (Tai Chi for Arthritis) Arthritis Self-Management Program Brief Intervention & Treatment for Elders (BRITE) Chronic Disease Self-Management Program Chronic Pain Self-Management Diabetes Empowerment Educations Program (DEEP) Education/Training Fit and Strong! Healthy Easting Every Day Healthy Eating for Successful Living in Older Adults	Healthy Ideas Material Aid Nutrition Education Outreach Powerful Tools for Caregivers Program de Manejo Personal de la Artritis Programa de Manejo Personal de la Diabetes Specialized Medical Equipment, Services and Supplies Stepping On Tai Chi Moving for Better Balance Telephone Reassurance Tomando Control de su Salud Un Asunto de Equilibrio Walk with Ease	Episode
Escort Shopping Assistance Transportation		One-Way Trip
Congregate and Home Delivered Meals		Meal

Each unit of service has a unit cost. The analysis of the costs and rates is an ongoing process and is subject to change based on further analysis. A written request is required by the Contractor for any unit cost changes. The following supporting documentation is necessary for this request:

- a. SPA Update; and
- b. Justification for unit cost changes and/or units of service changes.

4. Grievance and Complaint Procedures

a. Grievance Procedures

The Contractor shall comply with and ensure compliance with the Minimum Guidelines for Recipient Grievance Procedures, Appendix D, DOE Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

b. Complaint Procedures

The Contractor shall develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, and all other issues except the termination, suspension, or reduction of services, which shall be addressed through the grievance process as described in Appendix D of the DOE Programs and Services Handbook. Complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature, and disposition of each complaint.

c. Legal Provider Grievance Procedures

The Contractor must have an internal grievance procedure that addresses both denial of service and complaints by clients about manner or quality of legal assistance. Grievance procedures that comport with the requirements of the Legal Services Corporation as provided in 45 Code of Federal Regulation (CFR) Part 1621 are sufficient to meet this standard. At a minimum, the procedure must provide applicants with:

- i. Adequate notice of the grievance procedures;
- ii. Information on how to file a grievance or complaint, and
- iii. Prompt consideration of each complaint by the Executive Director or the Executive Director's designee.

The Council may not serve in an appellate capacity or otherwise interfere in the grievance review process for legal providers. However, the Council may request that legal providers maintain a file of complaints and statements of disposition of complaints, with redacted client identifying information, for examination by the Contractor during monitoring.

E. Reports

The Contractor shall respond to additional, routine, or special requests for information and reports required by the Council in a timely manner as determined by the Council's Program Specialist. The Contractor shall establish reporting deadlines and due dates for subcontractors that permit the Contractor to review and validate the data and meet the Council's reporting requirements.

1. CIRTS Reports

- a. Contractor shall input OAA-specific data into CIRTS. To ensure CIRTS data accuracy, the Contractor shall use CIRTS-generated reports which include the following:
 - i. Client Reports;
 - ii. Monitoring Reports;
 - iii. Services Reports;
 - iv. Miscellaneous Reports;
 - v. Aging Resource Center Reports;
 - vi. Fiscal Reports; and
 - vii. Outcome Measurement Reports.

2. SPA Update and All Revisions Thereto

The Contractor shall submit, for approval by the Council, a SPA update, wherein the Contractor enters OAA-specific data in CIRTS.

3. Service Cost Reports

The Contractor is required to submit semi-annual and annual service cost reports that reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates. The first semi-annual report encompassing the six (6) months ending 06/30/2023 is due on August 18, 2023. The second semi-annual report encompassing the twelve (12) months ending 12/31/2023 is due on February 16, 2024.

4. Surplus/Deficit Report

The Contractor shall submit a Surplus/Deficit Report to the Council's Program Specialist by the 5th of each month, in a format provided by the Council. This Surplus/Deficit Report is for all agreements and/or Contracts between the Contractor and the Council and must include the following:

- a. A list of all services and their status regarding surplus/deficit;
- b. The Contractor's detailed plan on how the surplus/deficit spending which exceeds the threshold of plus or minus one percent (+/- 1%) will be resolved;
- c. Recommendations to transfer funds to resolve surplus/deficit spending; and
- d. Input from the Contractor's Board of Directors on resolution of spending issues, if applicable.

5. Evidence-Based Disease Prevention and Health Promotion Programmatic Reports

The Contractor shall submit Monthly Programmatic Reports for EBDPHP services on the dates specified in Section E.5.a. of this Contract. The Council's Program Specialist will provide Contractor with an Excel report template with entry tabs for: Health and Wellness Courses/Services offered including Attestations (cumulative), Partnerships (updated as needed), and Success Stories (reported at least once each May).

- a. Information provided in the Monthly Programmatic Report must match CIRTIS data and the Request for Payment. Data collected for the Monthly Programmatic Reports need to be reported during the appropriate months and subject to the following schedule:

<u>Report #</u>	<u>Reports Due Date</u>	<u>Report #</u>	<u>Reports Due Date</u>
Report 1	February 7, 2023	Report 7	August 7, 2023
Report 2	March 7, 2023	Report 8	September 7, 2023
Report 3	April 7, 2023	Report 9	October 6, 2023
Report 4	May 5, 2023	Report 10	November 7, 2023
Report 5	June 7, 2023	Report 11	December 7, 2023
Report 6	July 10, 2023	Report 12	January 8, 2024

- b. The Contractor shall review program documentation to ensure documentation is complete and adequately supports the information reported on the Monthly Programmatic Report prior to submitting a Request for Payment. The Contractor will attest to the review in the "Comments" section of the Monthly Programmatic Report and provide relevant information regarding the documentation as needed.
- c. Program documentation shall include all the following elements: Sign-In Sheets or Attendance Logs; flyers or documentation demonstrating efforts to recruit participants and promote EBDPHP services provided; current facilitator certificates; copy of program license (if applicable); and any forms required by the specific program.
- d. Contractor shall ensure that Sign-In Sheets or Attendance Logs accurately reflect dates, times, names of programs, participant names, and name(s) of program facilitator(s). If the Attendance Log does not include a space for participant signatures, additional program documentation must be included with participant signatures that match the participant names and dates in the Attendance Log. Exceptions may be approved by the Council's Program Specialist. Requests must be made to the Council in writing and kept with program documentation.
- e. Participants must sign their name on program Sign-in Sheets or Attendance Logs. If a participant is unable to sign their name, the instructor may sign by proxy for the participant (including their own initials and date) with a note on the Sign-In Sheet explaining the need for the proxy.
- f. The Contractor shall abide by all program fidelity requirements and have a written fidelity monitoring plan, which includes observation of volunteer/trainer's delivery of EBDPHP services

as well as observation of delivery of EBDPHP services by the Council's Program Specialist. A note will be included in the Monthly Programmatic Report, in the comments section, when a program has been observed. Documentation pertaining to the observation will be sent to the Council with Monthly Programmatic Report.

- g. CDSME Workshop data must be entered into the NCOA Force database.
- h. The Contractor shall contact the Council's Program Specialist in the event of an emergency or an exigent circumstance where the provider is unable to maintain an aspect of fidelity of the EBDPHP services (e.g., minimum or maximum number of participants) before the end of the workshop. At the discretion of the Council's Program Specialist, the service may be reimbursed under this Contract; however, if the fidelity infraction is discovered after the program has finished, during the Request for Payment Process, or as a result of a desk review, the Contractor shall not be reimbursed for the workshop or shall reimburse the Council for the cost of the workshop.
- i. The Contractor shall collaborate and partner with organizations to extend the reach of EBDPHP services. Partnerships and collaborations may be developed with Florida Department of Health, the Florida Department of Children and Families, USDA's Nutrition Program, insurance companies, Centers for Disease Control and Prevention, Area Health Education Centers, local health councils, public and private universities, federally qualified health clinics, county health departments, and Florida's Age-Friendly Communities. Partnerships shall be designed to stimulate innovation of new approaches and activities in EBDPHP services, develop greater capacity, and leverage other funding sources. Partnerships shall also address building and sustaining an infrastructure for the dissemination of EBDPHP services. This includes, but is not limited to, recruitment of trainers and participants, covering costs for licenses, and replicating program fidelity.
- j. The Contractor shall document, and provide to the Council upon request, evidence of partnerships created formally (through Memoranda of Agreement/Understanding) or informally through emails and phone calls. The Contractor will be required to keep track of partnerships in the Monthly Programmatic Report. Each month the Contractor shall review this information and provide updates to the Council as necessary.

6. Quarterly Volunteer Activity Report

The Contractor shall submit a quarterly report of volunteer activities and services in a format provided by the Council. The quarterly report schedule is as follows:

<u>Report Period</u>	<u>Report Due Date</u>
January 1 - March 31	April 7, 2023
April 1- June 30	July 10, 2023
July 1- September 30	October 6, 2023
October 1 - December 31	January 8, 2024

7. Program Highlight Narratives

The Contractor shall submit brief written narratives to the Council for publication in the Program Highlight sections of the DOE's Summary of Programs and Services, which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Contractor shall provide a brief description of their mission or role.

The active tense shall be consistently used in the narratives to identify the specific individuals or entities that performed the activities described in the narratives. The Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to the Council.

F. Contractor Outreach Reporting Requirement

The Contractor shall document its performance of outreach activities for the entire catchment area as specified in your Request for Proposal Bid Packet, by establishing a uniform reporting format that includes the following: number and type of provider events or activities; date and location; total number of participants at each event or activity; individual service needs identified; and referral sources or information provided. The Contractor shall provide a report on outreach activities quarterly. The quarterly report schedule is as follows:

<u>Report Period</u>	<u>Report Due Date</u>
January 1 - March 31	April 7, 2023
April 1- June 30	July 10, 2023
July 1- September 30	October 6, 2023
October 1 - December 31	January 8, 2024

G. Records and Documentation

1. The Contractor agrees to make available to Council staff and any party designated by the Council all Contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any system designated by the DOEA and the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards. Data must be usable and must be maintained in a format that is readable to the Council.
2. Each Contractor and subcontractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location.
3. **CIRTS Data and Maintenance**
The Contractor shall ensure monthly collection and maintenance of client and service information on a monthly basis from the CIRTS or any other system designated by the Council. Maintenance includes ensuring that all data is accurate and current and performing valid exports and backups of all data and systems according to Council standards.
4. **Policies and Procedures for Records and Documentation**
The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement of its subcontractors. These policies and procedures shall be made available to the Council upon request.
5. **CIRTS Address Validation**
The Contractor shall work with the Council to ensure that client addresses are correct in CIRTS for disaster preparedness efforts. At least annually, and more frequently as needed, the Council will provide direction on how to validate CIRTS addresses to ensure they can be mapped. The Contractor

will receive a list of unmatched addresses that cannot be mapped, and the Contractor will be responsible for correcting the address and send a list to the Council with confirmed addresses. The Council will use this information to update maps, client rosters, and unmatched addresses and disseminate this information.

H. Performance Specifications

1. Outcomes and Outputs (Performance Measures)

At a minimum, the Contractor shall:

- a. Ensure the provision of the services described in this Contract are in accordance with the DOEA Programs and Services Handbook, the Contractor's current Council-approved SPA, and Section II.A.
- b. Timely and accurately submit to the Council all documentation and reports described in Attachment I, Section II.E.
- c. Timely and accurately submit to the Council all documentation and reports described in Attachment I, Section II.G.
- d. Develop and document strategies in the SPA to support the Council's standard of performance achievement, including increases in the following:
 - i. Percentage of most frail elders who remain at home or in the community instead of going into a nursing home;
 - ii. Percentage of APS referrals who need immediate services to prevent further harm who are served within seventy-two (72) hours;
 - iii. Average monthly savings per consumer for home and community-based care versus nursing home care for comparable client groups;
 - iv. Percentage of active clients eating two or more meals per day;
 - v. Percentage of new service recipients whose ADL assessment score has been maintained or improved;
 - vi. Percentage of new service recipients whose IADL assessment score has been maintained or improved;
 - vii. Percentage of caregivers who, after service intervention, self-report being very confident about their ability to continue to provide care; and
 - viii. Percentage of customers who are at imminent risk of nursing home placement who are served with community-based services.
2. The Contractor's performance of the measures in H.1., above, will be reviewed and documented in the Council's Annual Monitoring Reports.

3. Monitoring and Evaluation Methodology

The Council will review and evaluate the performance of the Contractor under the terms of this Contract. Monitoring shall be conducted through direct contact with the Contractor via telephone, in writing, or an on-site visit. The primary, secondary, or signatory of the Contract must be available for any on-site programmatic monitoring visit. The Council reserves the right to conduct an on-site visit unannounced by persons duly authorized by the Council. The Council's determination of acceptable performance shall be conclusive.

The Contractor agrees to cooperate with the Council in monitoring the progress of completion of the service tasks and deliverables. The Council may use, but is not limited to, one or more of the following methods for monitoring:

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled, and follow-up on-site visits;
- c. Client visits;

- d. Review of independent auditor's reports;
 - e. Review of third-party documents and/or evaluation;
 - f. Review of progress reports;
 - g. Review of customer satisfaction surveys;
 - h. Agreed-upon procedures review by an external auditor or consultant;
 - i. Limited-scope reviews; and
 - j. Other procedures as deemed necessary by the Council.
4. Desk reviews shall be conducted for each evidence-based program within one week of the completion of the unit. All supporting documentation (i.e., Sign in sheets, program license, trainer certificates, etc.) are required to be submitted to the Council's Program Specialist within one week following the completion of each unit.
 5. The Council shall conduct at least one onsite technical assistance visit per year. During this technical assistance visit, the Contractor will arrange for observation of the delivery of service provided to seniors in the local community. The technical assistance visit will consist of training and open discussions necessary to assist with understanding and comply with the Contract.

I. Contractor Responsibilities

1. Contractor Unique Activities

All tasks listed above in Section II. are solely and exclusively the responsibility of the Contractor and are tasks for which, by execution of this contract, the Contractor agrees to be held accountable.

2. Coordination with Other Providers and/or Entities

Notwithstanding that services for which the Contractor is held accountable involve coordination with other entities in performing the requirements of this Contract, the failure of other providers or entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this contract.

J. Council Responsibilities

1. Council Obligations

The Council may, within its resources, provide technical support and/or assistance to the Contractor to assist the Contractor in meeting the requirements of this Contract. The Council's support and assistance, or lack thereof, shall not relieve the Contractor from full performance of the Contract requirements.

2. Council Determinations

The Council reserves the exclusive right to make certain determinations in the tasks performed by the Contractor and the approaches used by the Contractor to perform those tasks. The absence of the Council setting forth a specific reservation of rights does not mean that all other areas of the Contract are subject to mutual agreement.

III. METHOD OF PAYMENT

A. Payment Method Used

The method of payment for this Contract includes advances and a fixed rate for services. The Contractor shall ensure fixed rates for services include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. The Contractor shall consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment and shall submit to the Council on forms 106 and 105, Attachment VI.

B. Unit of Service**1. Fixed Fee/Unit Rate**

Contractor must meet the minimum level of performance stated in the Contract to receive payment. Payments for Fixed Fee/Unit Rates shall not exceed amounts established in Attachment IV, Budget Summary.

2. Cost Reimbursement

Payment shall only be authorized for allowable expenditures, per the limits specified in Attachment IV, Budget Summary. All cost reimbursement Requests for Payment must include the actual Receipts and Expenditure Reports, beginning with the first month of the Contract. The Contractor must meet the minimum level of performance stated in the Contract to receive payment.

The Contractor agrees to distribute funds as detailed in the Service Provider Application and the Budget Summary, Attachment IV. The Contractor may request a budget revision by submitting a written request to the Council's Program Specialist. Upon approval, the Council's Finance Director will issue a budget revision letter. Any changes in the amount of federal or general revenue funds identified on the Budget Summary form require a Contract amendment.

C. Advance Payments

The Contractor may request up to two (2) months of advances at the start of the Contract period to cover program administration, outreach, and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the DOEA by the State of Florida (budget release). The Contractor's requests for advance payments require the written approval of the Council's Program Specialist.

1. For the first month's advance request, the Contractor shall provide the Council's Program Specialist documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. If sufficient budget is available, and the Council's Program Specialist, in his or her sole discretion, has determined that there is a justified need for an advance, the Council will issue approved advance payments after January 1st of the Contract year.
2. All advance payments retained by the Contractor must be fully expended no later than March 31, 2023. Any portion of advanced payments not expended must be recouped on the Request for Payment, report number 5, due to the Council on April 7, 2023, in accordance with the Invoice Schedule, Attachment III.
3. All advance payments made to the Contractor shall be reimbursed to the Council as follows: one-tenth (1/10) of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number one (3), in accordance with the Invoice Schedule of the advance payment received shall be reported as an advance recoupment on each Request for Payment, starting with report number 5, in accordance with the Invoice Schedule, Attachment III.
4. Contractor may temporarily place advanced funds in an FDIC insured interest-bearing account. All interest earned on advanced funds must be returned to the Council within twenty (20) days of the end of each quarter of the Contract period.

D. Invoice Submittal and Requests for Payment

All requests for payment and expenditure reports submitted to support requests for payment shall be on forms 105 and 106, Attachment VI. The Contractor will consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment.

1. All payment requests for Title IIID, Evidence-Based Disease Prevention and Health Promotion services, shall be based on the submission of the Monthly Programmatic Report to the Council's Program Specialist. If the Payment and Receipts and Expenditure Report does not equal the amount of units reported on the Monthly Programmatic Report, the Request for Payment will be placed on HOLD until the reports are corrected or proper justification is provided. The Monthly Programmatic Report needs to be submitted electronically to the Council's Program Specialist or designee, prior to the Request for Payment but not later than the Request for Payment arrival.
2. The Contractor shall include with its request for payment documentation of services provided, the units of services provided, and the rates for the services provided in conformance with the requirements as described in this Attachment I and Attachment IV, Budget Summary. Each deliverable must be received and accepted by the Council before payment is made.
3. The Contractor shall maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation shall be provided upon request to the Council or the DOE.
4. Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 26 of the Master Contract.

E. Documentation for Payment

The Contractor shall maintain documentation to support payment requests that shall be available to the Council or authorized individuals.

1. The Contractor will enter all required data per the CIRTIS Policy Guidelines for clients and services in the CIRTIS database. The data must be entered into the CIRTIS before the Contractor can submit their request for payment and expenditure reports to the Council. The Contractor shall establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the Council.
2. The Contractor will run monthly CIRTIS reports and verify client and service data in the CIRTIS is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council. All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the Contract. The schedule for submission of advance requests (when available) and invoices is Attachment III, Invoice Report Schedule, to this Contract. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in Attachment IV, Budget Summary.
3. Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Section 26 of the Master Contract.
4. Contractor shall ensure compliance with evidence-based programs. Should the Contractor not comply with the research design of the program, reimbursement for services will be at the sole discretion of the Council.

F. Date for Final Request for Budget Revisions

Final requests for budget revision or adjustments to Contract funds based on expenditures for services provided through December 31, 2023, must be submitted to the Council's Program Specialist and Finance Director, no later than December 31, 2023.

G. Date for Final Request for Payment

The final request for payment will be due to the Council no later than January 15, 2024.

H. Contractor's Financial Obligations**1. Matching, Level of Effort, and Earmarking Requirements**

The Contractor's match will be made in the form of local cash and/or in-kind resources. Recipients of Older Americans Act services are required to provide at least 10% percent of the funding needed to deliver the services. The match required in this Contract between the Council and the Contractor may include funds raised by the Council to help defray the Contractor's obligation to produce this match. Such match assistance, if any, are separately identified in Section 4 of this Contract, Contract Amount. The match must be reported by title each month. At the end of the Contract period, all OAA funds must be properly matched. Match for Title IIID, Evidence-Based Disease Prevention and Health Promotion services is not required, but optional at the discretion of the Council.

2. Consumer Contributions

Consumer contributions are to be used under the following terms:

- a. The Contractor assures compliance with Section 315 of the OAA, as amended in 2016, regarding consumer contributions;
- b. Voluntary contributions are not to be used for cost sharing or matching;
- c. Voluntary contributions are to be used only to expand services; and
- d. Accumulated voluntary contributions are to be used prior to requesting federal reimbursement.

3. Use of Service Dollars and Management of the Assessed Priority Consumer List

The Contractor is expected to spend all federal, state, and other funds provided by the Council for the purpose specified in the contract. The Contractor must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the Contract period, for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to other Agencies during the Contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

4. Title III Funds

The Contractor assures compliance with Section 306 of the OAA, as amended in 2016, and will not use funds received under Title III to pay any part of a cost (including an administrative cost) incurred by the Contractor to maintain a contractual or commercial relationship that is not carried out to implement Title III.

I. Remedies for Nonconforming Services

1. The Contractor shall ensure that all goods and/or services provided under this Contract are delivered timely, completely, and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this Contract. The Contractor's signature on the request for payment form certifies maintenance of supporting

documentation and acknowledgment that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Council requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

J. Corrective Action Plan

1. Contractor shall ensure 100% of the deliverables identified in Section II.D. are performed pursuant to Contract requirements.
2. If at any time the Contractor is notified by the Council's Program Specialist that it has failed to correctly, completely, adequately perform contractual deliverables identified in this Contract, the Contractor will have ten (10) days to submit a CAP to the Council's Program Specialist that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Program Specialist. The Council shall assess a financial consequence for noncompliance on the Contractor as referenced in Attachment I, Section III.K. of this Contract for each deficiency identified in the CAP, which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.
3. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct the percentage established in Attachment I, Section III.K. of this Contract from the payment for the invoice of the following month.
4. If the Contractor fails to timely submit a CAP the Council shall deduct the percentage established in Attachment I, Section III.K. of this Contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.
5. If, or to the extent, there is any conflict between Attachment I, Section III.K., and Section 39. of the Master Contract, Section III.K. shall have precedence

K. Financial Consequences

1. The Council will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Council according to the requirements referenced in Attachment I, Section 2.1 of this Contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in Attachment I, Section II. of this Contract.
2. Failure to comply with established assessment and prioritization criteria, as evidenced by the CIRT reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in Attachment I, Section III.K.
3. Failure to perform management and oversight of Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in Attachment I, Section III.K.
4. Failure to timely submit a CAP within 10 business days after notification of a deficiency by the Council Program Specialist will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed

in accordance with the Council approved CAP, referenced in Attachment I, Section III.K.

5. Failure to provide services in accordance with the current DOE Programs and Services Handbook, the service tasks described in Attachment I, Section II of this Contract, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin on the 11th business day following the Council's notification that it has failed to correctly, completely, adequately perform contractual deliverables identified in this Contract.

END OF ATTACHMENT I

ATTACHMENT II**FUNDING SUMMARY**

Note: Title 2 CFR & 2 CFR Part 200, as revised, and Section 215.971, F.S. require that the information about Federal Programs and State Projects included in Attachment I of the Master Contract be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the Contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSISTS OF THE FOLLOWING:

Program Title	Year	Funding Source	CFDA#	Fund Amounts
Title IIIB Support Services	2023	U.S. Dept. of Health and Human Services	93.044	\$46,809.39
Title IIIB Council Match	2023		N/A	\$2,490.00
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				\$49,299.39

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

FEDERAL FUNDS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133, as amended – Audits of States, Local Governments, and Non-Profit Organizations.

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

MATCHING RESOURCES FOR FEDERAL PROGRAMS

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			\$

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE

Section 215.97, F.S., Chapter 69I-5, FL Admin Code, Reference Guide for State Expenditures, Other fiscal requirements set forth in program laws, rules and regulations.

ATTACHMENT III

**OLDER AMERICANS ACT PROGRAM
INVOICE REPORT SCHEDULE**

Report #	Based On	Due Date
A1	January Advance*	January 09, 2023
A2	February Advance*	January 09, 2023
1	January Expenditure Report	February 07, 2023
2	February Expenditure Report	March 07, 2023
3	March Expenditure Report	April 07, 2023
4	April Expenditure Report	May 05, 2023
5	May Expenditure Report	June 07, 2023
6	June Expenditure Report	July 10, 2023
7	July Expenditure Report	August 07, 2023
8	August Expenditure Report	September 07, 2023
9	September Expenditure Report	October 06, 2023
10	October Expenditure Report	November 07, 2023
11	November Expenditure Report	December 07, 2023
12	December Expenditure Report	January 08, 2024
13	Final Expenditure and Closeout Report	January 15, 2024

Legend: * Advance based on projected cash need.

Note # 1: Report #1 and #2 for Advances cannot be submitted to the Department of Financial Services (DFS) prior to January 4 or until this Contract with the Council has been executed and a copy sent to DFS. Actual submission of the vouchers to DFS is dependent on the accuracy of the expenditure report.

Note # 2: Report numbers 1 through 10 will reflect an adjustment of one-tenth (1/10) of the total advance amount, on each of the reports respectively, repaying advances on this Contract. The adjustment will be recorded in Part C, 1 of the report.

Note # 3: Submission of expenditure reports may or may not generate a payment request. If the final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 4: Reports submitted after the 10th of the month may be processed the following month.

ATTACHMENT IV**OLDER AMERICANS ACT**

BUDGET SUMMARY – III B						
FIXED SERVICES	Total Units	Unit Rate	Federal Funds	Local Match Funds	Provider Match Funds	Total Reimbursement
In-Facility Respite - Weekday Loc 01	4,861	\$10.70	\$46,809.39	\$2,490.00	\$2,711.04	\$52,010.43
In-Facility Respite – Saturday Loc 02						
TOTAL III B CONTRACT AMOUNT			\$46,809.39	\$2,490.00	\$2,711.04	\$52,010.43

ATTACHMENT V**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS****CIVIL RIGHTS COMPLIANCE CHECKLIST**

City of Lauderdale Lakes, Florida / Lauderdale Lakes Alzheimer Care Center	County Broward	AAA/Contractor
Address	Completed By	
Address	Date	Phone

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with the Council? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is the staff representative of the population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the

Population? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

10. Are all benefits, services, and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
13. Are employees, applicants, and participants informed of their protection against discrimination?
If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
14. Give the number and current status of any discrimination complaints regarding services or
employment filed against the program/facility. NA NUMBER
☐ _____
-
15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?
If NA or NO, explain. NA YES NO
☐ ☐ ☐
-

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to
make any necessary modifications? If NO, explain. YES NO
☐ ☐
-
17. Is there an established grievance procedure that incorporates due process in the resolution
of complaints? If NO, explain. YES NO
☐ ☐
-
18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO
☐ ☐
-
19. Do recruitment and notification materials advise applicants, employees, and participants of
nondiscrimination on the basis of disability? If NO, explain. YES NO
☐ ☐
-
20. Are auxiliary aids available to assure the accessibility of services to hearing and sight
impaired individuals? If NO, explain. YES NO
☐ ☐
-

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES NO
☐ ☐
-

DOEA USE		
Reviewed By		In Compliance: YES NO*
Program Office		*Notice of Corrective Action Sent ____/____/____
Date	Telephone	Response Due ____/____/____
On-Site Desk Review		Response Received ____/____/____

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race, sex, disability, and over the age of 40. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex, disability, and over the age of 40. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex, disability, and over the age of 40. Include the date that enrollment was counted.
 - a. Where there is a significant variation between the race, sex, or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons.
5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR Part 80. This is usually a standard part of the Contract language for DOE A Recipients and their Sub-grantees. 45 CFR § 80.4(a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment. 45 CFR § 80.3(a) and 45 CFR § 80.1.
9. Participants or clients must be provided services such as medical, nursing, and dental care, laboratory services, physical and recreational therapies, counseling, and social services without regard to race, sex, color, national origin, religion, age, or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients. 45 CFR § 80.3(b).
10. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability. 45 CFR § 80.3(a).
11. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services. 45 CFR § 80.3(a).
12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either the Department or the U.S. Department of Health and Human Services. The information may be supplied verbally or in writing to every individual or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility.

13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and the issues involved (e.g. services or employment, placement, termination, etc.). Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).
14. The program/facility must be physically accessible to mobility, hearing, and sight-impaired individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps, and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, and information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
15. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
 - a. Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;
 - b. Modify policies and practices that do not meet Section 504 requirements;
 - c. Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and
 - d. Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR § 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).
16. Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR 45 CFR § 84.7(b).
17. Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR § 84.7(a).
18. Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR § 84.8(a).
19. Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailled and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR § 84.52(d).
20. Programs or facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR Part 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT VI

CONTRACT #:
PROV YYYY

RECEIPTS AND UNIT COST REPORT
Program

[illegible]

PROVYYYY

CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
PROGRAM
FUNDING SOURCE

PROVIDER NAME, ADDRESS, PHONE & FEID # PROV ADDRESS ADDRESS Tel: Fax: FEID #:	TYPE OF REPORT: A. PAYMENT REQUEST: Regular <input checked="" type="checkbox"/> Supplemental B. METHOD OF PAYMENT: Advance Reimbursement <input checked="" type="checkbox"/>	THIS REQUEST PERIOD: Period CONTRACT PERIOD: CONTRACT #: REPORT #1 PSA # 10			
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of this Contract.					
Prepared By: _____ Date: _____ Approved By: _____ Date: 20____					
PART A: CONTRACT FUNDS SUMMARY	SERVICE	SERVICE	SERVICE	SERVICE	TOTAL
1. Approved Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Previous Funds Requested for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Contract Funds Available	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART B: CONTRACT FUNDS REQUESTED:					
1. Cash Advances (1st-2nd Months)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period (= to PSA #10 Form 106Z Part B, Column E)	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	\$0.00
3. Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SVC CODE	SVC CODE	SVC CODE	SVC CODE	
PART C: NET FUNDS REQUESTED:					
1. Less Overadvance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Contract Funds Are Hereby Requested (Part B Line 3 minus Part C line 1) Not to exceed Part A Line 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCE EARNED Advance Remaining					

PSA #10 FORM 106, Dated July 97

BATCH #: _____

DESC: PROVPROG MM/YYYY

VENDOR ID: P-PROV

ACCOUNT #: 20.20.10.JXXXX00.XXXX.XXX

CHECK # _____ CHECK DATE: _____

INPUT: _____ APPROVAL: _____

ATTACHMENT VII

[Enter agency Logos]
[Enter Name of Organization]
Health & Wellness Program (OA3D)
[Enter PSA Number]
Sign-in-Sheet

Date: _____ **Start Time:** _____ **End Time:** _____

Location Name (ie. Senior Center): _____

Address (include City, State, Zip Code): _____

Phone #: _____ **Funded by:** _____

Topic: _____ **# of Seniors:** _____

Name & Title of Presenter: _____

#	Printed Name	Signature
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

[Name of organization]

[Enter address]

[enter city, state, zip code]

[enter phone number and fax number]

[enter web address]

ATTACHMENT VIII



BACKGROUND SCREENING

Affidavit of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging/Aging (and Disability) Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____
Street Address *City* *State* *ZIP code*

I, _____ do hereby affirm under penalty of perjury
Name of Representative

that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

 Signature of Representative Date

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by
 _____ (Name of Representative) who is personally known
 to me or produced _____ as proof of identification.

 Print, Type, or Stamp Commissioned Name of Notary Public

 Notary Public

Exhibit “A”

Contract Summary for

Contract for General Revenue Funds with the Areawide Council on Aging of Broward County and the Lauderdale Lakes Alzheimer's Care Center

This is a resolution approving the Contract JA123-25-2023 effective January 1, 2023 through December 31, 2023 between the Areawide Council on Aging of Broward County, Inc. and the City of Lauderdale Lakes/Lauderdale Lakes Alzheimer's Care Center. The purpose of this Contract is to provide services in accordance with the terms and conditions specified in this Contract, including all attachments, forms, exhibits, and references incorporated, which constitute the contract document. The services include respite for two locations provided under the Older Americans Program Act.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

RESOLUTION 2022-140 AUTHORIZING THE TRANSFER OF ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS FROM THE SAFE AND CLEAN RESTAURANT ASSISTANCE PROGRAM AND APPROPRIATING SAID FUNDS TO THE PROSPERITY BROWARD – PILOT PROGRAM

Summary

This resolution under The American Rescue Plan Act Final Ruling, a standard allowance for revenue loss of \$10 Million, seeks to amend funding appropriated to the Safe and Clean Restaurant Assistance Program and re-appropriate funds to the Broward Prosperity –Pilot Program

Staff Recommendation

Background:

Staff received a request to partner with Prosperity Broward and on several occasions made presentations to the City Commission to get consensus to move forward with the partnership and develop a memorandum of understanding for Prosperity Broward to conduct a pilot program in the City of Lauderdale Lakes. On October 25, 2022, the Commission approved a resolution authorizing the Mayor and City Clerk to Execute the Memorandum of Understanding (See Exhibit A) for an amount not to exceed \$100,000. At this meeting the City Commission to appropriate funding towards this effort. City staff has identified funding for this effort by reallocating \$100,000 funding from the Safe and Clean Restaurant Assistance Program, which is funded under The American Rescue Plan Act Final Ruling, A Standard Allowance for Revenue Loss Of \$10 Million. A \$100,000 will be appropriated to the Prosperity Broward Pilot Program. Please see below the funding reallocated from the Commercial Improvement Assistance Program and appropriated to the Prosperity Broward – Pilot Program:

Title	Amount	Amount
Safe and Clean Restaurant Assistance Program	\$149,902	
Reallocate funding to Prosperity Broward – Pilot Program	(\$100,000)	
Amended Safe and Clean Restaurant Assistance Program		\$49,902
Title	Amount	
Appropriate to Prosperity Broward- Pilot Program	\$100,000	
Newly Established Prosperity Broward-Pilot Program		\$100,000
Total		\$149,902

Funding Source:

-\$100,000 - 0019103.8323 - Safe and Clean Restaurant Assistance Program

\$100,000 - 0019103.3410 - Other Contractual Services

Fiscal Impact:

Not Applicable.

Sponsor Name/Department: Asheley Hepburn MPA, Director, Financial Services Department

Meeting Date: 12/27/2022

ATTACHMENTS:

Description	Type
☐ Resolution 2022-140 Prosperity Broward Pilot Program	Resolution
☐ EXHIBIT A	Exhibit

1 RESOLUTION 2022-140

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA, PURSUANT TO CITY CHARTER, ARTICLE V, SECTION 5.04(3),
5 AUTHORIZING THE TRANSFER OF ONE HUNDRED THOUSAND AND NO/100
6 (\$100,000.00) DOLLARS FROM THE SAFE AND CLEAN RESTAURANT
7 ASSISTANCE PROGRAM AND APPROPRIATING SAID FUNDS TO THE
8 PROSPERITY BROWARD – PILOT PROGRAM; PROVIDING FOR THE
9 ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY
10 CLERK; PROVIDING AN EFFECTIVE DATE.
11

12 WHEREAS, the City of Lauderdale Lakes (the “City”) in an effort to improve the quality of
13 life of residents and businesses in the community, continues to partner with local economic
14 development organizations with the sole purpose of creating new initiatives that will strengthen
15 the City’s economic base;

16 WHEREAS, on October 25, 2022, the City Commission approved Resolution No. 2022-113,
17 authorizing the Mayor and City Clerk to execute a Memorandum of Understanding (“MOU”) by
18 and between the City of Lauderdale Lakes and Greater Fort Lauderdale Alliance, Inc, providing
19 for initiation of the Pilot Prosperity Partnership, also known as “Prosperity Broward” and further
20 authorizing the Acting City Manager to expend funds in an amount not to exceed One Hundred
21 Thousand and No/100 (\$100,000.00) Dollars for the purpose of implementing the Prosperity
22 Partnership Pilot Initiative;

23 WHEREAS, pursuant to the Preamble of the City Charter, Article V, Section 5.04(3), at any
24 time during the fiscal year the city commission may authorize the transfer of part or all of any
25 unencumbered appropriation balance among programs within a department, office or agency,
26 and transfer part or all of any unencumbered appropriation balance from one department, office
27 or agency to another;

1 WHEREAS, City Staff has identified funding for the Prosperity Broward – Pilot Program
2 MOU which may be reallocated from the One Hundred Thousand Forty Nine Thousand Nine
3 Hundred Two Dollars and No/100 (\$149,902) Dollars appropriated for the Safe and Clean
4 Restaurant Assistance (the “SCRA”) Program; and

5 WHEREAS, City Staff recommends a transfer of appropriations in the amount of One
6 Hundred Thousand and No/100 (\$100,000.00) Dollars from the SCRA Program to the Prosperity
7 Broward – Pilot Program.

8 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
9 LAUDERDALE LAKES AS FOLLOWS:

10 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
11 confirmed as being true, and the same are hereby made a part of this Resolution.

12 SECTION 2. AUTHORITY: The City Commission hereby authorizes and directs the
13 Financial Services Director, through the Acting City Manager, to transfer One Hundred Thousand
14 and No/100 (\$100,000.00) Dollars from the Commercial Improvement Assistance Program, and
15 appropriate said funds to the Prosperity Broward – Pilot Program pursuant to the terms of the
16 MOU.

17 SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk and other appropriate
18 City Officials, through the Acting City Manager, are hereby authorized to take any and all action
19 necessary to effectuate the intent of this Resolution.

20
21 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
22

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD DECEMBER 27, 2022.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Asheley A. Hepburn, MPA, Director of Financial Services

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Mark Spence	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)

RESOLUTION 2022-113

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT MEMORANDUM OF UNDERSTANDING ("MOU") BY AND BETWEEN THE CITY OF LAUDERDALE LAKES AND GREATER FORT LAUDERDALE ALLIANCE, INC, PROVIDING FOR INITIATION OF THE PILOT PROSPERITY PARTNERSHIP, ALSO KNOWN AS "PROSPERITY BROWARD" WITHIN THE CITY OF LAUDERDALE LAKES, FURTHER INCLUDING PROVISION AUTHORIZING THE ACTING CITY MANAGER TO EXPEND FUNDS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) FOR THE PURPOSE OF IMPLEMENTING THE PROSPERITY PARTNERSHIP PILOT INITIATIVE; A DRAFT COPY OF WHICH IS ATTACHED HERETO AS **EXHIBIT A**, AND A DRAFT COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes ("City") in an effort to improve the quality of life of residents and businesses in the community, continues to partner with local economic development organizations with the sole purpose of creating new initiatives that will strengthen the City's economic base;

WHEREAS, Prosperity Partnership is an initiative of the Greater Fort Lauderdale Alliance Foundation that represents a collective impact initiative that challenges the status quo by finding innovative solutions around Broward County's most pressing social and economic issues;

WHEREAS, Prosperity Broward is an initiative of the Prosperity Partnership that seeks to expand economic mobility in communities that have experienced decades of intentional deprivation of resources and opportunities;

WHEREAS, Prosperity Broward is launching a ground-breaking pilot project within the City to increase economic mobility of residents through policy and system changes;

1 WHEREAS, the pilot project will consist of a co-research process with employers,
2 community partners, elected officials, and twenty (20) single mothers who are residents of the
3 City of Lauderdale Lakes;

4 WHEREAS, Prosperity Broward and its partners agree to work alongside the City in
5 implementing the recommendations designed by the City's twenty (20) selected single mother
6 residents;

7 WHEREAS, the City of Lauderdale Lakes will identify a senior-level point of contact from
8 the City who will serve as a local guide to coordinate relevant economic development activities,
9 provide resource and administrative support for the pilot project;

10 WHEREAS, the estimated in-kind contribution for the point-of-contact is Two Thousand
11 and No/100 Dollars (\$2,000.00) which shall be sourced from the City's General Funds to support
12 the pilot project's community outreach efforts by leveraging the City's communication platforms
13 and assist in identifying co-researchers, matriarchs, patriarchs in the City;

14 WHEREAS, the City will provide a meeting space for discussions with single mother
15 residents at Lauderdale Lakes Educational Cultural Center Auditorium, and the estimated in-kind
16 contribution for the use of the Lauderdale Lakes Educational Cultural Center Auditorium for this
17 purpose twice per month for six (6) months is Three Thousand Six Hundred and No/100 Dollars
18 (\$3,600.00), which shall also be sourced from the City's General Funds;

19 WHEREAS, the City will allocate funding in an amount not to exceed One Hundred
20 Thousand and No/100 Dollars (\$100,000.00) to support the implementation of the pilot project
21 which shall also be sourced from the City's General Funds to support the hiring of a facilitator
22 and evaluator to assist in the planning, designing, and implementation of the pilot project, and

1 to provide childcare, meals, transportation, and stipends for the City's single mothers/co-
2 researchers;

3 WHEREAS, the City will provide support for advancing policies and assist with finding local
4 organizations to support the pilot project's objectives;

5 WHEREAS, at the conclusion of the pilot project, systemic changes and new policies will
6 be introduced and adopted along with the creation of a roadmap that will help and empower
7 other communities to dismantle their barriers to economic mobility; and

8 WHEREAS, City Staff recommends a finding by the City Commission that implementation
9 of the pilot project as described in the City of Lauderdale Lakes – Prosperity Partnership
10 Prosperity Broward Memorandum of Understanding attached hereto as **Exhibit A**, is in the best
11 interest of the City's residents, and further recommends that the City Commission approve the
12 implementation of the pilot program.

13 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
14 LAUDERDALE LAKES AS FOLLOWS:

15 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
16 confirmed as being true, and the same are hereby made a part of this Resolution.

17 SECTION 2. AUTHORITY: The Mayor and City Clerk are hereby authorized to execute
18 and attest, respectively, that certain Memorandum of Understanding by and between the City of
19 Lauderdale Lakes and the Greater Fort Lauderdale Alliance, Inc., in substantially the same form
20 as the draft MOU attached hereto as **Exhibit A**, and incorporated herein by reference; and
21 further, the City Commission hereby authorizes the Acting City Manager expend and allocate
22 funding in an amount not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00)

1 to support the implementation of the pilot project which funding shall also be sourced from the
2 City's General Funds for the purposes of hiring a project facilitator and evaluator to assist in the
3 planning, designing, and implementation of the pilot project, and to provide childcare, meals,
4 transportation, and stipends for the City's single mothers/co-researchers and directed to execute
5 and Prosperity Partnership-Prosperity Broward.

6 SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk, through the Acting City
7 Manager, is hereby authorized obtain three (3) executed copies of the Memorandum of
8 Understanding with one (1) copy of the Agreement to be directed to the Greater Fort Lauderdale
9 Alliance, Inc., with one (1) copy to be maintained by the City; and with one (1) copy directed to
10 the Office of the City Attorney.


11
12 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
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SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.


ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD OCTOBER 25, 2022.


HAZELLE ROGERS, MAYOR

ATTEST:


VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:


Sidney C. Calloway, City Attorney



Sponsored by: Vielka Buchanan, Economic Development Manager

VOTE:

Mayor Hazelle Rogers	<input checked="" type="checkbox"/> (For)	____ (Against)	____ (Other)
Vice-Mayor Marilyn Davis	<input checked="" type="checkbox"/> (For)	____ (Against)	____ (Other)
Commissioner Veronica Edwards Phillips	<input checked="" type="checkbox"/> (For)	____ (Against)	____ (Other)
Commissioner Karlene Maxwell-Williams	<input checked="" type="checkbox"/> (For)	____ (Against)	____ (Other)
Commissioner Beverly Williams	<input checked="" type="checkbox"/> (For)	____ (Against)	____ (Other)

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

RESOLUTION 2022-141 RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S FISCAL YEAR 2023, PERIOD 1 (OCTOBER) AND PERIOD 2 (NOVEMBER); FINANCIAL ACTIVITY REPORT, AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES

Summary

This resolution serves to ratify the filing and presentation of the City Fiscal Year 2023, October (Period 1) and November (Period 2); Financial Activity Reports prepared by the Financial Services Department.

Staff Recommendation

Background:

Staff recommends the City Commission accept the filing of the City's Fiscal Year 2022 Financial Activity Reports for the month of October FY 22-2023 (Period 1) and November FY 22-23 (Period 2) Financial Activity Reports.

The intended purpose of this agenda item is to provide for the Financial Reporting as required under Ordinance No. 2011-22;

Section 82-304 – Financial Reporting

The city shall provide for the ongoing generation and utilization of financial reports on all funds comparing budgeted revenue and expenditure information to actual on a monthly and year-to-date basis. The Financial Services Department shall be responsible for issuing the monthly reports to departments, the Mayor and City Commission, and provide any information regarding any potentially adverse trends or conditions.

Funding Source:

Not Applicable

Fiscal Impact:

Not Applicable

Sponsor Name/Department: Asheley Hepburn MPA, Director, Financial Services Department

Meeting Date: 12/27/2022

ATTACHMENTS:

Description	Type
☐ Resolution 2022-141 - Financial Reports	Resolution
☐ EXHIBIT A	Exhibit

1 RESOLUTION 2022-141

2
3 A RESOLUTION RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S
4 FISCAL YEAR 2023, PERIOD 1 (OCTOBER) AND PERIOD 2 (NOVEMBER);
5 FINANCIAL ACTIVITY REPORT, AS PREPARED BY THE DEPARTMENT OF
6 FINANCIAL SERVICES, FOR THE PURPOSE OF CONFORMING TO THE CITY'S
7 ADOPTED FINANCIAL INTEGRITY PRINCIPLES AND FISCAL POLICIES; A COPY
8 IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR THE ADOPTION OF
9 REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

10
11 WHEREAS, the City of Lauderdale Lakes' ("City") City Manager's Office has recommended,
12 and the City Commission has accepted such recommendation, that the affairs of the City should
13 be conducted in a manner which is open and transparent;

14 WHEREAS, pursuant to Section 82-327, City of Lauderdale Lakes Code of Ordinances, the
15 Financial Services Department shall report the financial affairs of the City to the Mayor and City
16 Commission on a monthly basis; and

17 WHEREAS, the City Manager, in compliance Section 82-327, has adopted a policy of
18 making such reports on a monthly basis and is seeking the City Commission's acceptance of such
19 monthly reports.

20 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
21 LAUDERDALE LAKES AS FOLLOWS:

22 Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are
23 hereby ratified and confirmed as being true, and the same are hereby made a specific part of this
24 Resolution.

25 Section 2. RATIFICATION: The City Commission hereby ratifies the City Manager's
26 filing of the City Fiscal Year 2023, October (Period 1) and November (Period 2); Financial Activity

Reports, as prepared by the Department of Financial Services for the purpose of conforming with the City's Adopted Financial Integrity Principles and Fiscal Policies.

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD DECEMBER 27, 2022.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

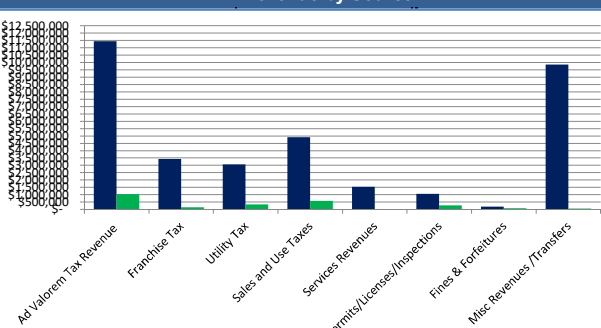
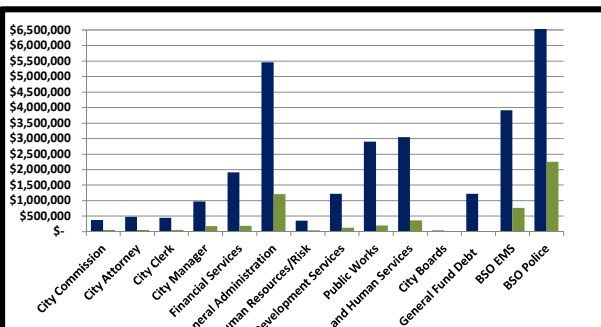
Sidney C. Calloway, City Attorney

Sponsored by: ASHELEY A. HEPBURN, MPA, DIRECTOR, FINANCIAL SERVICES DEPARTMENT

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Mark Spence	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)

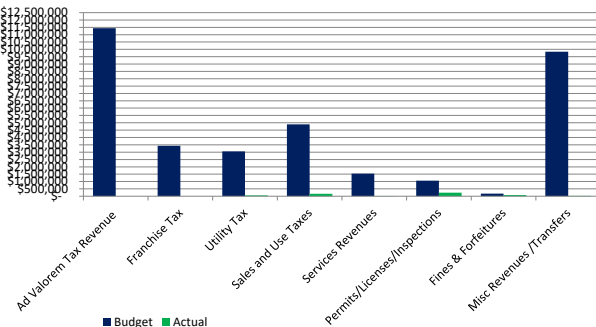
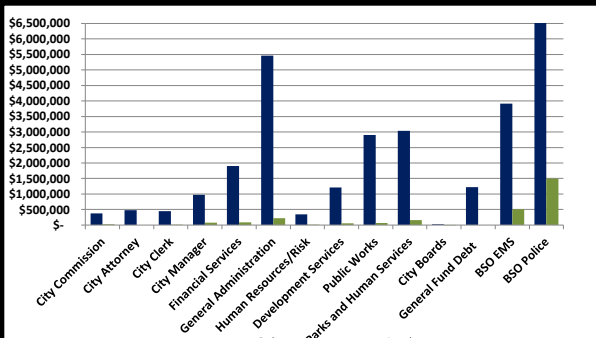
CITY OF LAUDERDALE LAKES
FY 2023 Monthly Financial Activity Report
as of 11/30/2022
(17% of year elapsed)

General Fund Summary					Other Major Funds				
		Budget	Year-to-Date	%	101 Fire Rescue Fund	Budget	Year-to-Date	%	
Revenue	\$	35,428,438	\$	2,445,407	7%	Revenues	\$ 7,295,959	\$ 935,742	13%
Expenditure	\$	35,428,438	\$	5,553,557	16%	Expenses	\$ 7,295,959	\$ 1,771,379	24%
General Fund Revenues					112 Alzheimer Care	Budget	Year-to-Date	%	
Revenue	Budget	Year-to-Date		%	Revenues	\$ 494,334	\$ (17,956)	-4%	
Ad Valorem Tax Revenue	\$ 11,439,281	\$ 1,021,854		9%	Expenses	\$ 494,334	\$ 58,959	12%	
Franchise Tax	\$ 3,433,069	\$ 125,699		4%	109 CRA	Budget	Year-to-Date	%	
Utility Tax	\$ 3,048,000	\$ 333,409		11%	Revenues	\$ 15,410,501	\$ 103,369	1%	
Sales and Use Taxes	\$ 4,894,214	\$ 571,775		12%	Expenses	\$ 15,410,501	\$ 371,783	2%	
Services Revenues	\$ 1,534,391	\$ 11,119		1%	116 Gas Tax	Budget	Year-to-Date	%	
Permits/Licenses/Inspections	\$ 1,055,281	\$ 256,862		24%	Revenues	\$ 663,441	\$ 103,804	16%	
Fines & Forfeitures	\$ 180,042	\$ 77,743		43%	Expenses	\$ 663,441	\$ 50,942	8%	
Misc Revenues /Transfers	\$ 9,844,160	\$ 46,946		0%	205 Debt Service	Budget	Year-to-Date	%	
Total Revenues	\$ 35,428,438	\$ 2,445,407		7%	Revenues	\$ 1,180,750	\$ 87,541	7%	
					Expenses	\$ 1,180,750	\$ -	0%	
					401 Stormwater	Budget	Year-to-Date	%	
					Revenues	\$ 13,993,315	\$ 154,653	1%	
					Expenses	\$ 13,993,315	\$ 169,827	1%	
					403 Solid Waste	Budget	Year-to-Date	%	
					Revenues	\$ 1,847,545	\$ 242,401	13%	
					Expenses	\$ 1,847,545	\$ 61,095	3%	
					405 Building Svcs	Budget	Year-to-Date	%	
					Revenues	\$ 1,511,196	\$ 127,764	8%	
					Expenses	\$ 1,511,196	\$ 138,219	9%	
General Fund Expenditures					Other Budgeted Funds				
Department	Budget	Year-to-Date		%	102/107 Grants/LETF	Budget	Year-to-Date	%	
City Commission	\$ 371,319	\$ 48,203		13%	Revenues	\$ 5,490,413	\$ 37,525	1%	
City Attorney	\$ 479,049	\$ 52,081		11%	Expenses	\$ 5,490,413	\$ 37,525	1%	
City Clerk	\$ 444,696	\$ 51,433		12%	103 Impact Fee	Budget	Year-to-Date	%	
City Manager	\$ 969,986	\$ 173,328		18%	Revenues	\$ 521,134	\$ -	0%	
Financial Services	\$ 1,902,387	\$ 181,002		10%	Expenses	\$ 521,134	\$ -	0%	
General Administration	\$ 5,458,279	\$ 1,206,205		22%	110 Arts in Public..	Budget	Year-to-Date	%	
Human Resources/Risk	\$ 349,552	\$ 42,202		12%	Revenues	\$ 20,000	\$ 1,000	5%	
Development Services	\$ 1,215,590	\$ 126,457		10%	Expenses	\$ 20,000	\$ -	0%	
Public Works	\$ 2,900,526	\$ 200,093		7%	111 Code Enforcement	Budget	Year-to-Date	%	
Parks and Human Services	\$ 3,040,715	\$ 364,306		13%	Revenues	\$ 10,000	\$ -	0%	
City Boards	\$ 30,500	\$ 2,429		8%	Expenses	\$ 10,000	\$ -	0%	
General Fund Debt	\$ 1,221,558	\$ -		0%	113 CDBG Programs	Budget	Year-to-Date	%	
BSO EMS	\$ 3,912,207	\$ 761,782		19%	Revenues	\$ 480,710	\$ -	0%	
BSO Police	\$ 9,126,269	\$ 2,250,317		25%	Expenses	\$ 480,710	\$ -	0%	
COVID-19 Reporting	\$ 4,005,805	\$ 93,718		100%	117 Hurr. Loss Mitigation	Budget	Year-to-Date	%	
Total Expenditures	\$ 35,428,438	\$ 5,553,557		16%	Revenues	\$ 194,000	\$ -	0%	
Note(s):					Expenses	\$ 194,000	\$ -	0%	
					118 Housing Repair	Budget	Year-to-Date	%	
					Revenues	\$ 50,000	\$ -	0%	
					Expenses	\$ 50,000	\$ -	0%	
					315 Capital	Budget	Year-to-Date	%	
					Revenues	\$ 3,732,000	\$ -	0%	
					Expenses	\$ 3,732,000	\$ -	0%	
					319 Surtax Transport.	Budget	Year-to-Date	%	
					Revenues	\$ 2,248,663	\$ -	0%	
					Expenses	\$ 2,248,663	\$ -	0%	
General Fund Expenses by Department					Budget Amendment(s) Reflected as of November 30, 2022				
					Fund Impacted	Amt of Change	Justification	Approved	
					Use of Contingency Allocation - \$160,646 (Adopted Amt)				
					Description of Use	Amt			
					Current Balance Available	\$ 160,646			
					Signatures				
					Ashley Hepburn, MPA	12/16/2022			
					my/our knowledge. Amounts subject to adjustment to GAAP/GASB guidelines.				
					Data does not include encumbrances.				

CITY OF LAUDERDALE LAKES
FY 2023 Monthly Financial Activity Report
as of 11/30/2022
(17% of year elapsed)

Alzheimer Care Center Fund			
112 Alzh. Care Center-Rev.	Budget	Year-to-Date (November 30, 2022)	% Credited
334690 Grant-Alz Disease Initi	\$384,334.00	(\$19,995.02)	-5%
334691 Grant-Older Americans A	\$30,000.00	(\$1,087.77)	-4%
337604 Alzheimer - American El	\$31,000.00	\$1,700.00	5%
337611 Alz Caregiver Resource	\$0.00	\$0.00	0%
337612 Sunshine Health/Tango	\$25,000.00	\$1,200.00	5%
337613 Little Havana	\$11,000.00	\$0.00	0%
346901 Alzheimer - Private Pay	\$1,000.00	\$0.00	0%
346902 Client Co - Payments	\$6,000.00	\$227.00	4%
346900 Client Services - ACFP	\$6,000.00	\$0.00	0%
01-Revenue Total	\$494,334.00	(\$17,955.79)	-4%
1210 Regular Salaries	\$304,807.00	\$40,788.69	13%
1250 Vacation Buy Back	\$3,500.00	\$0.00	0%
1410 Overtime	\$4,800.00	\$170.88	4%
2110 FICA Taxes	25663	\$3,042.45	12%
2210 Retirement Contribution	\$31,981.00	\$4,019.32	13%
2310 Life & Health Insurance	\$70,437.00	\$7,273.63	10%
2350 Cafeteria	\$5,432.00	\$129.31	2%
02-Personnel Total	\$446,620.00	\$55,424.28	12%
1 3410 Other Contractual Service	\$17,000.00	\$1,105.00	7%
4010 Travel & Per Diem	\$500.00	\$0.00	0%
4110 Telecommunications	\$600.00	\$0.00	0%
4311 Water & Sewer	\$0.00	\$0.00	0%
4610 Repairs & Maintenance Bui	\$300.00	\$0.00	0%
5110 Office Supplies	\$750.00	\$0.00	0%
5210 Property & Maintenance Su	\$282.00	\$0.00	0%
2 5212 Misc. Operating Supplies	\$26,982.00	\$2,429.50	9%
5410 Subscriptions & Membershi	\$300.00	\$0.00	0%
5510 Training	\$1,000.00	\$0.00	0%
03-Operating Expenditures Total	\$47,714.00	\$3,534.50	7%
Total Expenses	\$494,334.00	\$58,958.78	11.93%
Alzheimer Care Center	\$0	(\$76,914.57)	
Note(s): ¹ Adult Care Food Program and Pioneer Nursing Services (contractual nurses) ² Broward Meals on Wheels, medical supplies, GA Food Service and operating costs Data as of: 12/16/2022			Alzheimer Care Center Hours of Operation: Mon-Fri: 7am-6pm Sat: 8am-2pm

CITY OF LAUDERDALE LAKES
FY 2023 Monthly Financial Activity Report
as of 10/31/2022
(8% of year elapsed)

General Fund Summary					Other Major Funds				
		Budget	Year-to-Date	%	101 Fire Rescue Fund	Budget	Year-to-Date	%	
Revenue	\$	35,428,438	\$ 576,487	2%	Revenues	\$ 7,295,959	\$ 274,101	4%	
Expenditure	\$	35,428,438	\$ 2,780,808	8%	Expenses	\$ 7,295,959	\$ 1,180,919	16%	
General Fund Revenues					112 Alzheimer Care	Budget	Year-to-Date	%	
Revenue	Budget	Year-to-Date	%	Revenues	\$ 494,334	\$ (18,997)	-4%		
Ad Valorem Tax Revenue	\$ 11,439,281	\$ -	0%	Expenses	\$ 494,334	\$ 58,959	12%		
Franchise Tax	\$ 3,433,069	\$ -	0%	109 CRA	Budget	Year-to-Date	%		
Utility Tax	\$ 3,048,000	\$ 51,490	2%	Revenues	\$ 15,410,501	\$ 103,369	1%		
Sales and Use Taxes	\$ 4,894,214	\$ 170,371	3%	Expenses	\$ 15,410,501	\$ 343,733	2%		
Services Revenues	\$ 1,534,391	\$ 6,595	0%	116 Gas Tax	Budget	Year-to-Date	%		
Permits/Licenses/Inspections	\$ 1,055,281	\$ 244,567	23%	Revenues	\$ 663,441	\$ 54,220	8%		
Fines & Forfeitures	\$ 180,042	\$ 77,543	43%	Expenses	\$ 663,441	\$ 15,949	2%		
Misc Revenues /Transfers	\$ 9,844,160	\$ 25,921	0%	205 Debt Service	Budget	Year-to-Date	%		
Total Revenues	\$ 35,428,438	\$ 576,487	2%	Revenues	\$ 1,180,750	\$ (66)	0%		
<div>Revenue by Source</div> 					Expenses	\$ 1,180,750	\$ -	0%	
					401 Stormwater	Budget	Year-to-Date	%	
					Revenues	\$ 13,993,315	\$ 66,445	0%	
					Expenses	\$ 13,993,315	\$ 90,560	1%	
					403 Solid Waste	Budget	Year-to-Date	%	
Revenues	\$ 1,847,545	\$ 135,087	7%						
Expenses	\$ 1,847,545	\$ 34,490	2%						
405 Building Svcs	Budget	Year-to-Date	%						
Revenues	\$ 1,511,196	\$ 87,754	6%						
Expenses	\$ 1,511,196	\$ 40,379	3%						
General Fund Expenditures					Other Budgeted Funds				
Department	Budget	Year-to-Date	%	102/107 Grants/LETF	Budget	Year-to-Date	%		
City Commission	\$ 371,319	\$ 24,220	7%	Revenues	\$ 5,490,413	\$ 13,200	0%		
City Attorney	\$ 479,049	\$ -	0%	Expenses	\$ 5,490,413	\$ 13,200	0%		
City Clerk	\$ 444,696	\$ 18,431	4%	103 Impact Fee	Budget	Year-to-Date	%		
City Manager	\$ 969,986	\$ 80,110	8%	Revenues	\$ 521,134	\$ -	0%		
Financial Services	\$ 1,902,387	\$ 82,534	4%	Expenses	\$ 521,134	\$ -	0%		
General Administration	\$ 5,458,279	\$ 223,952	4%	110 Arts in Public..	Budget	Year-to-Date	%		
Human Resources/Risk	\$ 349,552	\$ 17,953	5%	Revenues	\$ 20,000	\$ -	0%		
Development Services	\$ 1,215,590	\$ 55,007	5%	Expenses	\$ 20,000	\$ -	0%		
Public Works	\$ 2,900,526	\$ 68,932	2%	111 Code Enforcement	Budget	Year-to-Date	%		
Parks and Human Services	\$ 3,040,715	\$ 155,127	5%	Revenues	\$ 10,000	\$ -	0%		
City Boards	\$ 30,500	\$ 1,649	5%	Expenses	\$ 10,000	\$ -	0%		
General Fund Debt	\$ 1,221,558	\$ -	0%	113 CDBG Programs	Budget	Year-to-Date	%		
BSO EMS	\$ 3,912,207	\$ 508,727	13%	Revenues	\$ 480,710	\$ -	0%		
BSO Police	\$ 9,126,269	\$ 1,500,212	16%	Expenses	\$ 480,710	\$ -	0%		
COVID-19 Reporting	\$ 4,005,805	\$ 43,954	100%	117 Hurr. Loss Mitigation	Budget	Year-to-Date	%		
Total Expenditures	\$ 35,428,438	\$ 2,780,808	8%	Revenues	\$ 194,000	\$ -	0%		
Note(s):					Expenses	\$ 194,000	\$ -	0%	
					118 Housing Repair	Budget	Year-to-Date	%	
					Revenues	\$ 50,000	\$ -	0%	
					Expenses	\$ 50,000	\$ -	0%	
					315 Capital	Budget	Year-to-Date	%	
Revenues	\$ 3,732,000	\$ -	0%						
Expenses	\$ 3,732,000	\$ -	0%						
319 Surtax Transport.	Budget	Year-to-Date	%						
Revenues	\$ 2,248,663	\$ -	0%						
Expenses	\$ 2,248,663	\$ -	0%						
General Fund Expenses by Department					Budget Amendment(s) Reflected as of October 31, 2022				
<div>General Fund Expenses by Department</div> 					Fund Impacted	Amt of Change	Justification	Approved	
					Use of Contingency Allocation - \$160,646 (Adopted Amt)				
					Description of Use			Amt	
					Current Balance Available			\$ 160,646	
					Signatures				
Ashley Hepburn, MPA					12/16/2022				
my/our knowledge. Amounts subject to adjustment to GAAP/GASB guidelines.					Page 188 of				
Data does not include encumbrances.									

CITY OF LAUDERDALE LAKES
FY 2023 Monthly Financial Activity Report
as of 10/31/2022
(8% of year elapsed)

Alzheimer Care Center Fund			
112 Alzh. Care Center-Rev.	Budget	Year-to-Date (October 31, 2022)	% Credited
334690 Grant-Alz Disease Initi	\$384,334.00	(\$19,995.02)	-5%
334691 Grant-Older Americans A	\$30,000.00	(\$1,087.77)	-4%
337604 Alzheimer - American El	\$31,000.00	\$1,700.00	5%
337611 Alz Caregiver Resource	\$0.00	\$0.00	0%
337612 Sunshine Health/Tango	\$25,000.00	\$650.00	3%
337613 Little Havana	\$11,000.00	\$0.00	0%
346901 Alzheimer - Private Pay	\$1,000.00	\$0.00	0%
346902 Client Co - Payments	\$6,000.00	\$227.00	4%
346900 Client Services - ACFP	\$6,000.00	(\$491.38)	-8%
01-Revenue Total	\$494,334.00	(\$18,997.17)	-4%
1210 Regular Salaries	\$304,807.00	\$40,788.69	13%
1250 Vacation Buy Back	\$3,500.00	\$0.00	0%
1410 Overtime	\$4,800.00	\$170.88	4%
2110 FICA Taxes	25663	\$3,042.45	12%
2210 Retirement Contribution	\$31,981.00	\$4,019.32	13%
2310 Life & Health Insurance	\$70,437.00	\$7,273.63	10%
2350 Cafeteria	\$5,432.00	\$129.31	2%
02-Personnel Total	\$446,620.00	\$55,424.28	12%
¹ 3410 Other Contractual Service	\$17,000.00	\$1,105.00	7%
4010 Travel & Per Diem	\$500.00	\$0.00	0%
4110 Telecommunications	\$600.00	\$0.00	0%
4311 Water & Sewer	\$0.00	\$0.00	0%
4610 Repairs & Maintenance Bui	\$300.00	\$0.00	0%
5110 Office Supplies	\$750.00	\$0.00	0%
5210 Property & Maintenance Su	\$282.00	\$0.00	0%
² 5212 Misc. Operating Supplies	\$26,982.00	\$2,429.50	9%
5410 Subscriptions & Membershi	\$300.00	\$0.00	0%
5510 Training	\$1,000.00	\$0.00	0%
03-Operating Expenditures Total	\$47,714.00	\$3,534.50	7%
Total Expenses	\$494,334.00	\$58,958.78	11.93%
Alzheimer Care Center	\$0	(\$77,955.95)	
Note(s): ¹ Adult Care Food Program and Pioneer Nursing Services (contractual nurses) ² Broward Meals on Wheels, medical supplies, GA Food Service and operating costs Data as of: 12/16/2022			
<div style="border: 1px solid black; padding: 5px; text-align: center;"> Alzheimer Care Center Hours of Operation: Mon-Fri: 7am-6pm Sat: 8am-2pm </div>			

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: No

Title
RESOLUTION 2022-142 URGING THE SCHOOL BOARD OF BROWARD COUNTY TO IMMEDIATELY ALLOCATE COMPLETE FUNDING FOR ALL COSTS AND EXPENSES ASSOCIATED WITH THE ASSIGNMENT OF THE NECESSARY COMPLIMENT OF SCHOOL RESOURCE OFFICERS AT ALL PUBLIC SCHOOLS IN BROWARD COUNTY, FLORIDA.
Summary
This resolution is in support of the Broward School District funding the total costs associated with School Resource Officers (SRO).
Staff Recommendation

Background:

The City has strongly been in favor of the Broward School District funding the total costs associated with SRO's. Safety and protecting of students is the responsibility of the School District.

This sentiment has been for some time. The timeline below depicts our interaction and sequence of events that occurred regarding School Resources Officers:

February 14, 2018: Stoneman Douglas High School Shooting

March 9, 2018: Passage of the Marjory Stoneman Douglas High School Public Safety Act by the State of Florida – Requires that all schools (elementary, middle and high schools) in the State Florida have armed police officers on campus

June 26, 2018: Passage by the City of Lauderdale Lakes Commission Resolution 2018-059 Requesting and Urging the School Board of Broward County to Fund the Entire Cost of School Resource Officers to Be Placed in Elementary, Middle and High Schools Located in the City of Lauderdale Lakes

May 8, 2019: Passage by the State of Florida and Implementation of Legislative Recommendations/Marjory Stoneman Douglas High School Public Safety Commission - Chapter 2019-22, Laws of Florida

December 8, 2020: Passage by the City of Lauderdale Lakes Commission Resolution 2020-102 the Law Enforcement Services Agreement, which included as part of the compliment 2 School Resource Officers. Also, the contract specifies that BSO shall provide the City with School Resource Deputies consistent with the contractual arrangement with the School Board of Broward County

April 26, 2022: Broward School Board approved placing on the ballot at the

August 23, 2022: primary election a referendum to increase by One mill, for voters to consider added funding to:

- Recruit and retain high-quality teachers and eligible staff by increasing compensation supplements
- Maintain and enhance school resource officers and school safety staff
- Maintain and enhance essential programs, such as mental health services

July 26, 2022: Passage by the City of Lauderdale Lakes Commission, Resolution 2022-086 Urging the school board of Broward County, Florida to comply with its statutory mandate to establish or assign safe-school officers at each public school facility within the Broward School District, including fully funding the total costs associated with the employing the necessary compliment of school resource officers (“sro”), school safety officer and school crossing guards for each public school within Broward County.

August 23, 2022: Broward County School Board Voter Referendum, “Secure the Next Generation” passed by electors 140,272 to 103,565 or 57.53% to 42.47%

Funding Source:

0011500 - Police

Fiscal Impact:

Cost of each School Resource Officer is approximately \$160,000 per year. Additionally, the City receives as a pass through BSO a subsidy of \$73,400 from the Broward School Board. This equates to \$146,800 the City receives annually to partially fund the cost of \$320,000 School Resource officers. Therefore, the City is responsible for 54% if the cost of all SRO’s included in the compliment.

Sponsor Name/Department: Treasa Brown-Stubbs MPA, Acting City Manager and Asheley Hepburn MPA, Dir., Fin. Ser.

Meeting Date: 12/27/2022

ATTACHMENTS:

Description	Type
□ Resolution 2022-142 Support of SBBC paying 100% of cost of SRO	Resolution

1 RESOLUTION 2022-142

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA URGING THE SCHOOL BOARD OF BROWARD COUNTY TO
5 IMMEDIATELY ALLOCATE COMPLETE FUNDING FOR ALL COSTS AND
6 EXPENSES ASSOCIATED WITH THE ASSIGNMENT OF THE NECESSARY
7 COMPLIMENT OF SCHOOL RESOURCE OFFICERS AT ALL PUBLIC SCHOOLS
8 IN BROWARD COUNTY, FLORIDA; PROVIDING FOR THE ADOPTION OF
9 RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING
10 AN EFFECTIVE DATE.
11

12 WHEREAS, the City of Lauderdale Lakes ("City") requests and urges The School Board of
13 Broward County ("SBBC") to allocate full funding for School Resource Officers ("SRO") for all
14 public schools in Broward County;

15 WHEREAS, Broward County Sheriff's Office ("BSO") is responsible and obligated pursuant
16 to its law enforcement services contract with the City to negotiate and utilizes its good faith
17 efforts to secure the SBBC's agreement to provide full funding for SROs in all public schools
18 located within the corporate limits of the City of Lauderdale Lakes;

19 WHEREAS, as a result of the mass shooting at Marjory Stoneman Douglas High School, on
20 March 9, 2018, the State of Florida passed the Marjory Stoneman Douglas High School Public
21 Safety Act, requiring that all schools, elementary, middle, and high schools in the State of Florida
22 have armed police officers on campus;

23 WHEREAS, on June 26, 2018, the City of Lauderdale Lakes Commission passed Resolution
24 2018-059 Requesting and Urging the School Board of Broward County to Fund the Entire Cost of
25 School Resource Officers to Be Placed in Elementary, Middle and High Schools Located in the City
26 of Lauderdale Lakes;

1 WHEREAS, on May 8, 2019, the Florida Legislature enacted and the Governor signed
2 Chapter 2019-22, Laws of Florida implementing the legislative recommendations of the Marjory
3 Stoneman Douglas High School Public Safety Commission;

4 WHEREAS, on December 8, 2020, the City of Lauderdale Lakes Commission passed
5 Resolution 2020-102 approving the Law Enforcement Services Agreement between BSO and the
6 City, which included two (2) School Resource Officers as part of the compliment, and further
7 specifying that BSO shall provide the City with School Resource Deputies consistent with the
8 contractual arrangement with the SBBC;

9 WHEREAS, on April 26, 2022, the Broward School Board approved placing on the ballot at
10 the August 23, 2022 primary election a referendum to increase by one mill, for voters to consider
11 added funding to recruit and retain high-quality teachers and eligible staff by increasing
12 compensation supplements, maintain and enhance school resource officers and school safety
13 staff, and maintain and enhance essential programs, such as mental services;

14 WHEREAS, on July 26, 2022, the City of Lauderdale Lakes Commission passed Resolution
15 2022-086 Urging the School Board of Broward County, Florida to comply with its statutory
16 mandate to establish or assign safe-school officers at each public school facility within the
17 Broward County school district, including fully funding the total costs associated with the
18 employing the necessary compliment of school resource officers, school safety officers and
19 school crossing guards for each public school within Broward County;

20 WHEREAS, on August 23, 2022, the Broward County electors approved, by a majority of
21 the votes casts, the Broward County School Board Voter Referendum, "Secure the Next
22 Generation";

1 WHEREAS, the cost of each SRO is approximately One Hundred Sixty Thousand and
2 No/100 Dollars (\$160,000.00) per year;

3 WHEREAS, the City receives as a pass-through BSO a subsidy of Fifty-Four Thousand
4 No/100 Dollars (\$54,000.00) from SBBC; and

5 WHEREAS, the City receives annually One Hundred Forty Six Thousand Eight Hundred and
6 No/100 Dollars (\$146,800.00) to partially fund the cost of Three Hundred Twenty Thousand and
7 No/100 Dollars (\$320,000.00) for SROs, equating to the City being responsible for fifty-four
8 percent (54%) of the cost of all SRO included in the compliment.

9 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
10 LAUDERDALE LAKES AS FOLLOWS:

11 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
12 confirmed as being true, and the same are hereby made a part of this Resolution.

13 SECTION 2. The City Commission hereby urges the School Board of Broward County to
14 allocate full funding from the funding sources approved by the voting citizens of Broward County
15 for the necessary compliment of school resource officers, school safety officers and school
16 crossing guards for each public school within Broward County.

17 SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk and other appropriate
18 City Officials are hereby authorized to take any and all action necessary to effectuate the intent
19 of this Resolution.

20 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD DECEMBER 27, 2022.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Asheley Hepburn, MPA, Director of Financial Services

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Mark Spence	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)