

RESOLUTION NO. 2018-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, APPROVING THE ALLOCATION OF \$58,000 TO THE CITY OF POMPANO BEACH FROM THE SAFE PARKS AND LAND PRESERVATION BOND PROGRAM FUNDS ("PARK BOND FUNDS"); APPROVING THE AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF POMPANO BEACH TO ALLOCATE PARK BOND FUNDS FOR THE FINANCING OF PLAYGROUND EQUIPMENT AT MCNAIR PARK IN POMPANO BEACH, FLORIDA; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the 2000 Broward County Safe Parks and Land Preservation Bond Program ("Park Bond Program") provides funds that may be allocated and distributed to municipalities to benefit municipal parks and recreation systems within the geographic boundaries of Broward County; and

WHEREAS, Vice-Mayor Bogen desires to use Fifty-eight Thousand and 00/100 Dollars (\$58,000) of discretionary funds allocated to District 2 from the Park Bond Program ("Grant Funds") to help finance playground equipment at McNair Park in Pompano Beach, Florida (the "Park"); and

WHEREAS, Broward County ("County") and the City of Pompano Beach ("City") desire to enter into an agreement to allocate and distribute the Grant Funds to the City for the financing of playground equipment at the Park; and

WHEREAS, on March 27, 2018, the City Commission of the City of Pompano Beach adopted Resolution No. 2018-114, which approved and authorized the execution

1 of the Agreement between Broward County and the City of Pompano Beach for Grant  
2 Funds to Finance Playground Equipment at McNair Park (the "Agreement"), attached  
3 hereto and made a part hereof as Attachment 1.  
4

5 WHEREAS, the Board of County Commissioners of Broward County, Florida  
6 ("Board"), has determined that allocating the Grant Funds to the City, and approving the  
7 execution of the Agreement, serves a public purpose and is in the best interest of the  
8 County, NOW, THEREFORE,  
9

10 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
11 BROWARD COUNTY, FLORIDA:  
12

13 Section 1. The recitals set forth in the preamble to this Resolution are true,  
14 accurate, and incorporated by reference herein as though set forth in full hereunder.  
15

16 Section 2. The Board hereby approves the allocation of the Grant Funds to the  
17 City of Pompano Beach for the financing of playground equipment at McNair Park in  
18 Pompano Beach, Florida.  
19

20 Section 3. The Board authorizes the Mayor or Vice-Mayor to execute the  
21 Agreement, attached hereto as Attachment 1, and the County Administrator to attest to  
22 the execution.  
23  
24

1           Section 4.   SEVERABILITY.

2           If any portion of this Resolution is determined by any Court to be invalid, the invalid  
3 portion shall be stricken, and such striking shall not affect the validity of the remainder of  
4 this Resolution. If any Court determines that this Resolution, or any portion hereof, cannot  
5 be legally applied to any individual(s), group(s), entity(ies), property(ies), or  
6 circumstance(s), such determination shall not affect the applicability hereof to any other  
7 individual, group, entity, property, or circumstance.

8  
9           Section 5.   EFFECTIVE DATE.

10          This Resolution shall become effective upon adoption.

11  
12          ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

13  
14  
15          Approved as to form and legal sufficiency:  
16          Andrew J. Meyers, County Attorney

17          By /s/ Irma Qureshi                      05/30/18  
18                      Irma Qureshi                      (date)  
19                      Assistant County Attorney

20          By /s/ Annika Ashton                      05/30/18  
21                      Annika Ashton                      (date)  
22                      Senior Assistant County Attorney

23          IQ/mdw  
24          05/30/18  
Resolution Approving Park Bond Grant and Agreement - McNair Park.doc  
#293228

**AGREEMENT  
BETWEEN  
BROWARD COUNTY  
AND  
CITY OF POMPAÑO BEACH  
FOR  
GRANT FUNDS TO FINANCE PLAYGROUND EQUIPMENT AT MCNAIR PARK**

This Agreement ("Agreement") between BROWARD COUNTY, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale 33301 ("County"), and the City of Pompano Beach, a Florida municipal corporation ("City"), is entered into and effective as of the date this Agreement is fully executed by the Parties ("Effective Date"). County and City are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

**RECITALS**

The 2000 Broward County Safe Parks and Land Preservation Bond Program provides for funds that may be allocated and distributed to municipalities to benefit municipal parks and recreation systems within the geographic boundaries of Broward County ("Park Bond Program").

The Board of County Commissioners of Broward County, Florida ("Board"), at a regular commission meeting held on \_\_\_\_\_, approved the allocation and distribution of FIFTY EIGHT THOUSAND DOLLARS AND 00/100 CENTS (\$58,000.00) to the City from the Park Bond Program to help finance playground equipment at McNair Park in the City of Pompano Beach, Florida.

The Parties desire to enter this Agreement for the purpose of allocating and disbursing the Grant Funds in accordance with the terms hereunder.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are true, accurate, and fully incorporated by reference herein.
2. **Description of Property.** City is the owner of McNair Park in the City of Pompano Beach, Florida, as more particularly described in **Exhibit A**, attached hereto and made a part hereof ("Property").

3. **Term.** The term of this Agreement shall be effective for three (3) years commencing on the Effective Date ("Initial Term"). The Parties shall have the option to renew the Agreement upon the same terms and conditions, for one (1) additional six (6) month term ("Renewal Term"). The Renewal Term option shall be exercised by City sending written notice to County, at least thirty (30) calendar days before the expiration of the Initial Term, and County, through its Contract Administrator (as defined herein), acknowledging the Renewal Term. The Initial Term, and the Renewal Term if exercised, are collectively referred to herein as the "Term."

4. **Grant Funds.**

4.1 County shall pay the City, in accordance with Section 4.6, an amount up to, but not exceeding, FIFTY EIGHT THOUSAND DOLLARS AND 00/100 CENTS (\$58,000.00) from the Park Bond Program (the "Grant Funds").

4.2 City shall comply with the requirements of the Park Bond Program identified in **Exhibit B** ("Bond Requirements"). City shall use the Grant Funds to fund playground equipment at the Property ("Funded Items"), as specified in **Exhibits B and B-1**. The Contract Administrator may approve changes to the Funded Items listed for the Property in **Exhibit B-1**, as long as the total amount of Grant Funds is not exceeded.

4.3 City shall not use Grant Funds for (i) architectural or engineering costs exceeding twelve percent (12%) of the Grant Funds; (ii) the City's administrative costs in overseeing or managing the Property; and (iii) recreation programming or operational costs.

4.4 City shall dedicate the Funded Items, when completed, for public recreational uses for a minimum of twenty-five (25) years ("Dedication Period"). City shall record such dedication, in the form attached hereto as **Exhibit C**, in the Public Records of Broward County, Florida, pursuant to Section 28.222, Florida Statutes.

4.5 If the City ceases to use the Funded Items for public recreational uses during the Dedication Period, County shall give a written demand to City for repayment of all Grant Funds. City shall repay all Grant Funds to County as specified in Section 9.

4.6 **Billing and Payments.**

4.6.1 City shall submit to County a monthly invoice, certified by an authorized City official, to be reimbursed for the actual costs of the Funded Items ("Invoice(s)"). An Invoice may only be submitted after the work reflected on such Invoice has been completed. Invoices must be submitted with an original Invoice plus a copy

within fifteen (15) days of the end of the month, except the final Invoice must be submitted within sixty (60) days after the expiration or earlier termination of this Agreement.

4.6.2 Invoices shall designate the nature of the work performed and, as applicable, the personnel, hours, tasks, or any other details requested by the Contract Administrator. Additionally, the documentation required in **Exhibit B** must accompany every Invoice.

4.6.3 County shall pay the City via wire transfer within thirty (30) calendar days after receiving an Invoice. Payment may be withheld if the City fails to comply with a term, condition, or requirement of this Agreement. County shall reject an improper Invoice and provide written notice to City regarding the necessary corrective action within thirty (30) calendar days after receiving the Invoice.

4.6.4 County may withhold or recoup Grant Funds for (i) fraud or misrepresentation in connection with this Agreement; (ii) incomplete or defective construction of all or a portion of the Funded Items, which has not been remedied or resolved to the Contract Administrator's satisfaction; or (iii) noncompliance with the Bond Requirements. County shall provide written notice to City explaining the claim for withholding or recouping the Grant Funds and detailing the necessary corrective action. City shall have thirty (30) calendar days to cure such claim, to the extent such claim is curable. Any Grant Funds withheld under this Section 4.6.4 shall not be subject to payment of interest by County.

5. **Indemnification.** To the extent permitted by law, and without either Party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify, hold harmless and defend County and County's current and former officers, agents, servants, and employees ("collectively and individually "Indemnified Party") from and against any and all claims, actions, damages, liabilities, and expenditures, including attorneys' fees and court costs, in connection with any property damage or personal injury arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

6. **Insurance.** City is a state agency as defined by Section 768.28, Florida Statutes, and City shall furnish the Contract Administrator with written verification of liability protection in accordance with Florida law prior to final execution of this Agreement.

7. **Termination.** County may terminate this Agreement if City has not corrected a breach within thirty (30) calendar days after receiving written notice from County identifying said breach. For the purposes of this Agreement, "breach" as used in the foregoing sentence shall include, but is not limited to, the negligent or intentional submission of false or incorrect Invoices, failure to suitably perform or complete the Funded Items, abandonment or discontinuance of the Funded Items, misuse of Grant Funds, fraud or misrepresentation in connection with this Agreement, or noncompliance with the Bond Requirements identified in **Exhibit B**. Notice of termination shall be provided in accordance with the "Notices" Section of this Agreement.

8. **Financial Statements.**

8.1 City shall annually provide to County the "Single Audit Report" prepared by an independent certified public accountant showing that there are sufficient and acceptable internal controls over the administration of the City's grants. The Single Audit Report will encompass the controls over grants in general without reference to any specific grant award. The Single Audit Report shall be provided to County within forty-five (45) calendar days after it is received by City.

8.2 **Schedule.**

8.2.1 City shall provide, within one hundred twenty (120) calendar days after the expiration or earlier termination of this Agreement, the Contract Administrator with a schedule of revenues and expenditures accounting for the Funded Items during all of the City's fiscal years for which Grant Funds were provided ("Schedule"). The Schedule shall include (i) all revenues relating to the Funded Items classified by the source of the revenues, and (ii) all expenditures relating to the Funded Items classified by the type of expenditures.

8.2.2 The Schedule shall be prepared by the City's Finance Director, in a form acceptable to the County Auditor. A transmittal letter, signed by the City's Finance Director, must accompany the Schedule and shall include: (i) the statement, "No Grant Funds, including interest earned on such funds, are due back to the County" or, a listing of Grant Funds, including interest earned on such funds, which are due back to County; and (ii) an opinion or finding as to whether the Grant Funds received by City have been expended in accordance with this Agreement.

8.2.3 County may request, in writing, corrections to the Schedule. City shall make such corrections and submit the corrected

Schedule to County within sixty (60) calendar days after the receipt of County's request.

8.2.4 In the event City fails to provide the Schedule within the timeframe specified in Section 8.2.1, County may request, in writing, repayment of all or any portion of the Grant Funds.

8.3 Failure of City to meet the financial reporting requirements of Section 8 shall result in the suspension of any payment due under this Agreement or any other grant agreement in effect, and disqualify City from obtaining future grant awards until the Single Audit Report or Schedule is received and accepted by County.

8.4 City shall repay any and all Grant Funds not used in strict compliance with this Agreement.

9. **Repayment or Recoupment.** If County demands repayment or recoupment of Grant Funds pursuant to Sections 4.5, 4.6.4, 8.2.4, or 8.4, City shall remit said funds to County within sixty (60) calendar days after receiving written notice from County regarding repayment or recoupment. If the Grant Funds are not repaid within the sixty-day period, County may (i) deduct the amount of the unrepaid Grant Funds from any payments owed by the County to the City under any contract, agreement, or County program; and (2) deny any pending or future requests from the City for funding under any County program.

10. **Audit Rights and Retention of Records.**

10.1 County shall have the right to audit the books, records, and accounts of City, its agents, contractors, subcontractors, and suppliers ("Agents") that are related to this Agreement. City and its Agents shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of City and its Agents shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, City or its Agents, as applicable, shall make same available in written form at no cost to County.

10.2 City and its Agents shall preserve and make available, at reasonable times within Broward County, for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or earlier termination of this Agreement or until resolution of any audit findings, whichever is longer ("Audit Period"). County audits and inspections pursuant to this Section may be performed by any

County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours advance notice.

10.3 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with Section 10 discloses overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of the County's audit shall be reimbursed to the County by the City in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) calendar days from presentation of County's findings to City.

10.4 City shall ensure that the requirements of Section 10 are included in all agreements with its Agents that are related to this Agreement.

11. **Truth-in-Negotiation Representation.** The payment of Grant Funds to City under this Agreement is based upon representations supplied to County by City, and City certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

12. **Third Party Beneficiaries.** The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

13. **Notices.** For a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

**NOTICE TO COUNTY:**

County Administrator

Broward County Governmental Center, Room 409

115 South Andrews Avenue

Fort Lauderdale, Florida 33301

Email Address: bhenry@broward.org

**NOTICE TO CITY:**

Recreation Programs Administrator

1801 NE 6 Street

Pompano Beach, Florida 33060

Email Address: mark.beaudreau@copbfl.com

14. **Assignment and Performance.** Neither this Agreement nor any right or interest herein may be assigned, transferred, or encumbered without the prior written consent of the other Party. For County, such written consent may only be given by action of its Board.

15. **Independent Contractor.** City is an independent contractor under this Agreement. In taking any action or performing any obligation under this Agreement, neither City nor its Agents shall act as officers, employees, or agents of County. No partnership, joint venture, or other joint relationship is created hereby. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

16. **EEO Compliance.** City shall not unlawfully discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work relating to this Agreement, and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. City shall comply with the Americans with Disabilities Act in the course of providing any services funded by County. City shall include the foregoing or similar language in all agreements with its Agents performing work or services related to this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or other applicable law, all such remedies being cumulative.

17. **Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Either Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

18. **Compliance with Laws.** City shall comply with all applicable permits, regulations, ordinances, rules and laws of the State of Florida, the United States, any

political subdivision, or agency of either in performing its duties, responsibilities, and obligations related to this Agreement.

19. **Severability.** In the event that any part of this Agreement is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect unless both Parties elect to terminate the Agreement. The election to terminate this Agreement pursuant to this Section shall be made within ten (10) business days after the court's finding becomes final.

20. **Joint Preparation.** This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

21. **Interpretation.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section of this Agreement, such reference is to the Section as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section.

22. **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provisions of any Sections of this Agreement, the provisions contained in the Sections shall prevail and be given effect.

23. **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY**

**TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

24. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

25. **Prior Agreements.** This Agreement represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

26. **Payable Interest.**

26.1 County shall not be liable to pay any interest, whether as prejudgment interest or for any other purpose, to City. City waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

26.2 If the preceding subsection is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest, uncompounded.

27. **Conflicts.** City agrees that neither it nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with City's loyal and conscientious exercise of the judgment and care required to perform under this Agreement. City further agrees that none of its officers or employees shall, during the Term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or City is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude City or any person from representing themselves, including giving expert testimony in support

thereof, in any administrative or legal proceeding. City agrees that each of its contracts with Agents performing under this Agreement shall contain substantively identical language to ensure that each Agent and its officers and employees meet the obligations contained in this Section.

28. **Incorporation by Reference.** Attached Exhibits A, B, B-1, C, D, and E are incorporated into and made a part of this Agreement.

29. **Contract Administrator.** The "Contract Administrator," as referenced herein, shall be the County Administrator or his or her designee, as designated in writing. The County Administrator is defined as the administrative head of County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

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

31. **Counterparts.** This Agreement may be executed in counterparts. Each executed counterpart will constitute an original document, and all of them, together, will constitute one and the same agreement. It shall not be necessary for every Party to sign each counterpart but only that each Party shall sign at least one such counterpart.

32. **Survival.** The following Sections and obligations shall survive the expiration or earlier termination of this Agreement: (i) Sections 4.5, 4.6.4, 8.2.4, 8.4, and 9 in connection with repayment or recoupment of Grant Funds; (ii) Section 5 pertaining to indemnification; (iii) Section 8.2 with regards to City providing a Schedule to County; and (iv) Section 10 in relation to County conducting audits during the Audit Period.

**[The Remainder of this Page is Intentionally Left Blank]**

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and CITY OF POMPANO BEACH, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 2018

Insurance requirements approved by  
Broward County  
Risk Management Division:

By: Tim Bradley 5/4/18  
Risk Manager (Date)

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By: Ima Qureshi 5/9/18  
Assistant County Attorney (Date)

By: Annika E. Ashton 5/9/18  
Senior Assistant County Attorney (Date)

IQ/

1/10/18

Park Grant Agreement – Playground Equipment at McNair Park

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF POMPANO BEACH FOR ALLOCATION AND DISTRIBUTION OF GRANT FUNDS TO FINANCE PLAYGROUND EQUIPMENT AT MCNAIR PARK.

"CITY":

Witnesses:

**CITY OF POMPANO BEACH**

Betty J. Manes

By: 

LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: 

GREGORY P. HARRISON, CITY


MANAGER

Attest:

Asceletha Hammond  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

  
MARK E. BERMAN, CITY ATTORNEY

**STATE OF FLORIDA**  
**COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of April, 2018 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:



  
NOTARY PUBLIC, STATE OF FLORIDA

Jennette Forrester Williams  
(Name of Acknowledger Typed, Printed or Stamped)

FF 993881  
Commission Number

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

**Folio Number:** 4842 33 05 3200

**Site Address:** 951 NW 27 Avenue, Pompano Beach, FL 33069

**Legal Description – McNair Park**

The East 480.0' of the West 510.0' of the North one-fifth (N 1/5) of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4), less the north 25.0' and the South one-half (S 1/2) of the North two-fifths (N 2/5) of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) less the West 30.0' and less the East 25.0' and the North one-third (N 1/3) of the South three-fifths (S 3/5) of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of the northwest one-quarter (NW 1/4) less the East 25.0' and less the west 30.0' and the North one-half (N 1/2) of the South two-fifths (S 2/5) of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) less the South 25.0' and less the West 30.0' and less the East 25.0'; all being in Section 33, Township 48 South, Range 42 East.

Containing 6.197 acres, more or less.

**EXHIBIT B**  
**FUNDED ITEMS AND BOND REQUIREMENTS**

1. Description. The Funded Items shall consist of playground equipment for McNair Park, as more particularly described in **Exhibit B-1**.
  - A. City agrees to construct the Funded Items in accordance with the plans and specifications prepared by, or under the supervision and review of, a registered professional architect, engineer, or other appropriate professional.
  - B. City is responsible for obtaining all state, federal, and local permits, licenses, agreements, leases, easements, and other approvals required for the Funded Items, and for following applicable state, federal, and local statutory requirements regarding the procurement of professional services for the Funded Items.
  - C. City shall erect a permanent sign acceptable to the Contract Administrator identifying the Park Bond Program and County as a funding source of the Funded Items.
2. Required Documentation for Funded Items.
  - A. The Contract Administrator is responsible for ensuring performance of the terms and conditions and shall approve all payment requests prior to payment. Contract Administrator shall have the right, at all reasonable times and upon notice to the City, to enter the Property to examine and inspect the Funded Items. On a quarterly basis, and until the completion of the Funded Items, City shall submit a status report, in the form attached hereto as **Exhibit E**, to the Contract Administrator in order to summarize the work accomplished, problems encountered, percentage of completion, and other appropriate information regarding the Funded Items. Photographs shall be submitted when appropriate to reflect work accomplished. City shall furnish to the Contract Administrator a copy of its contract(s) for the Funded Items within fifteen (15) calendar days of full execution of same.
  - B. Upon completion of the Funded Items, the engineer, architect, or other appropriate professional shall sign a statement certifying satisfactory completion of the Funded Items in accordance with the prepared plans and specifications.
3. Bond Requirements. City's acceptance of Grant Funds is conditioned on compliance with the following requirements:
  - A. All Grant Funds are to be paid on a reimbursement basis

pursuant to the requirements of Section 4 of this Agreement.

- B. The Funded Items shall be open to the public, and all City residents and non-City residents shall have access to, and use of, the Funded Items on equal terms and conditions. Any rates, charges, or fees for use of the Funded Items must be uniform for City residents and non-City residents. Differential rate structures for access to, or use of, the Funded Items on the basis of residency or non-residency in the City is prohibited.
- C. The Property shall be owned by City or have a lease with a minimum term of twenty-five (25) years from completion of the Funded Items. Proof of such ownership or leasehold status is attached as **Exhibit D**.
- D. The Funded Items must be used, operated, and maintained for public park recreational uses for a minimum of twenty-five (25) years.
- E. City must provide a resolution from its governing board supporting the Funded Items and authorizing execution of this Agreement.
- F. The Funded Items shall be consistent with recognized park and recreational standards for similar facilities.

EXHIBIT B-1

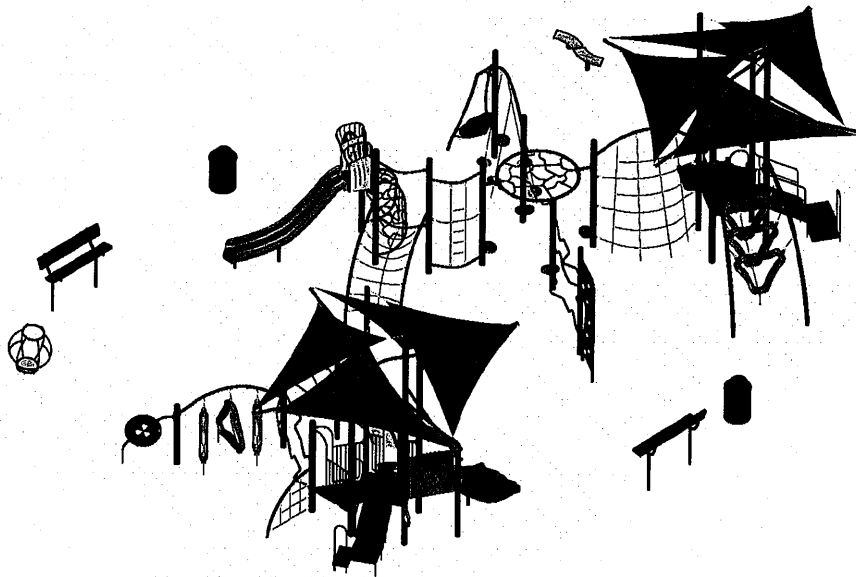
# **Grounds Operation McNair Park and Recreation Center**

Proposal # 134-107056-1

February 28, 2018

Presented by

**Top Line Recreation, Inc.**



# **Burke®**



February 28, 2018

Harold Beard  
Grounds Operation  
1190 NE 3rd Ave. Bldg B  
Pompano Beach, FL 33061

Dear Harold Beard:

Top Line Recreation, Inc. is delighted to provide Grounds Operation with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Top Line Recreation, Inc. is confident that this proposal will satisfy Grounds Operation's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to continue developing a long-standing relationship with Grounds Operation. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Vivian Figueroa  
Top Line Recreation, Inc.  
2922 Howland Blvd  
Deltona, FL 32725

## **Design Summary**

Top Line Recreation, Inc. is very pleased to present this Proposal for consideration for the McNair Park and Recreation Center located in Pompano Beach. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Grounds Operation. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: McNair Park and Recreation Center
- Project Number: 134-107056-1
- User Capacity: 152
- Age Groups: Ages 2-5 years, 5-12 years
- Dimensions: 49' 11" x 69' 8"
- Designer Name: Joel Schleis

Top Line Recreation, Inc. has developed a custom playground configuration based on the requirements as they have been presented for the McNair Park and Recreation Center playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 134-107056-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the McNair Park and Recreation Center playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

INFORMATION -  
MINIMUM FALL ZONE  
SURFACED WITH  
RESILIENT MATERIAL  
AREA

2791 SQ.FT.

PERIMETER

391 FT.

STRUCTURE SIZE

49' 11" x 69' 8"

STRUCTURE IS DESIGN

FOR CHILDREN AGE

☐ 6-23 MONTH O

☒ 2-5 YEAR OLD

☒ 5-12 YEAR OLD

☐ 13 + YEAR OLD



Registered  
to ISO 9001

Registered  
to ISO 14001



To verify product certification,  
visit [www.ipema.org](http://www.ipema.org)

The play components ident  
in this plan are IPEMA  
certified. The use and layo  
these components conform t  
requirements of ASTM F14  
To verify product certifiati  
visit [www.ipema.org](http://www.ipema.org)

The space requirements sh  
here are to ASTM standar  
Requirements for other stan  
may be different.

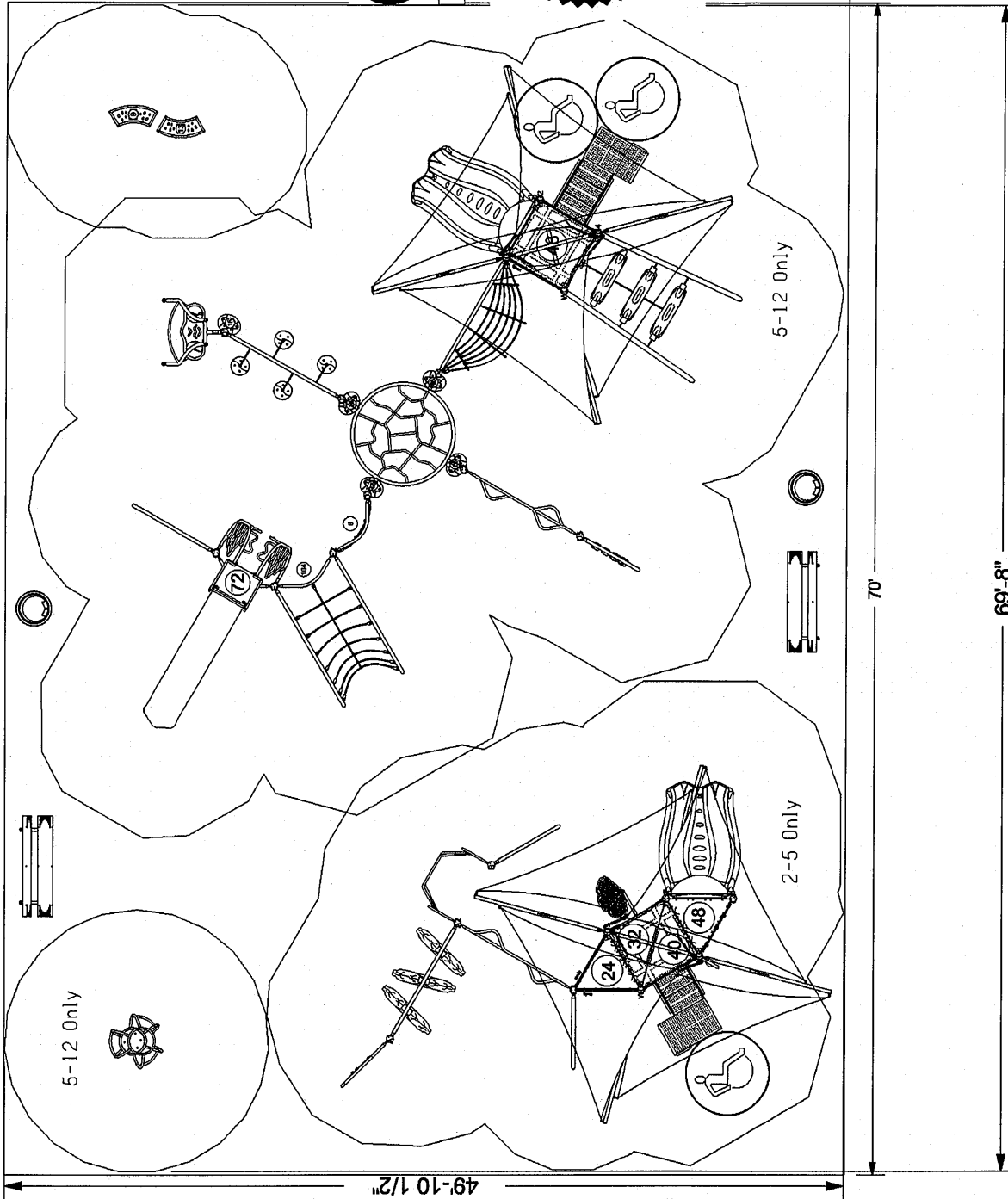
The use and layout of pla  
components identified in this  
conform to the CPSC guidel  
U.S. CPSC recommends t  
separation of age groups  
playground layouts.

## WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH  
AND AROUND THIS EQUIPMENT.  
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for  
Public Playground Safety.  
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

## ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	26	REQD: 0
NUMBER OF ELEVATED PLAY EVENTS:	10	REQD: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 8	REQD: 5
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 16	REQD: 3
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 7	REQD: 3



**Burke** Intensity, Nucleus  
SITE PLAN  
DRAWN BY: Joel Schleis

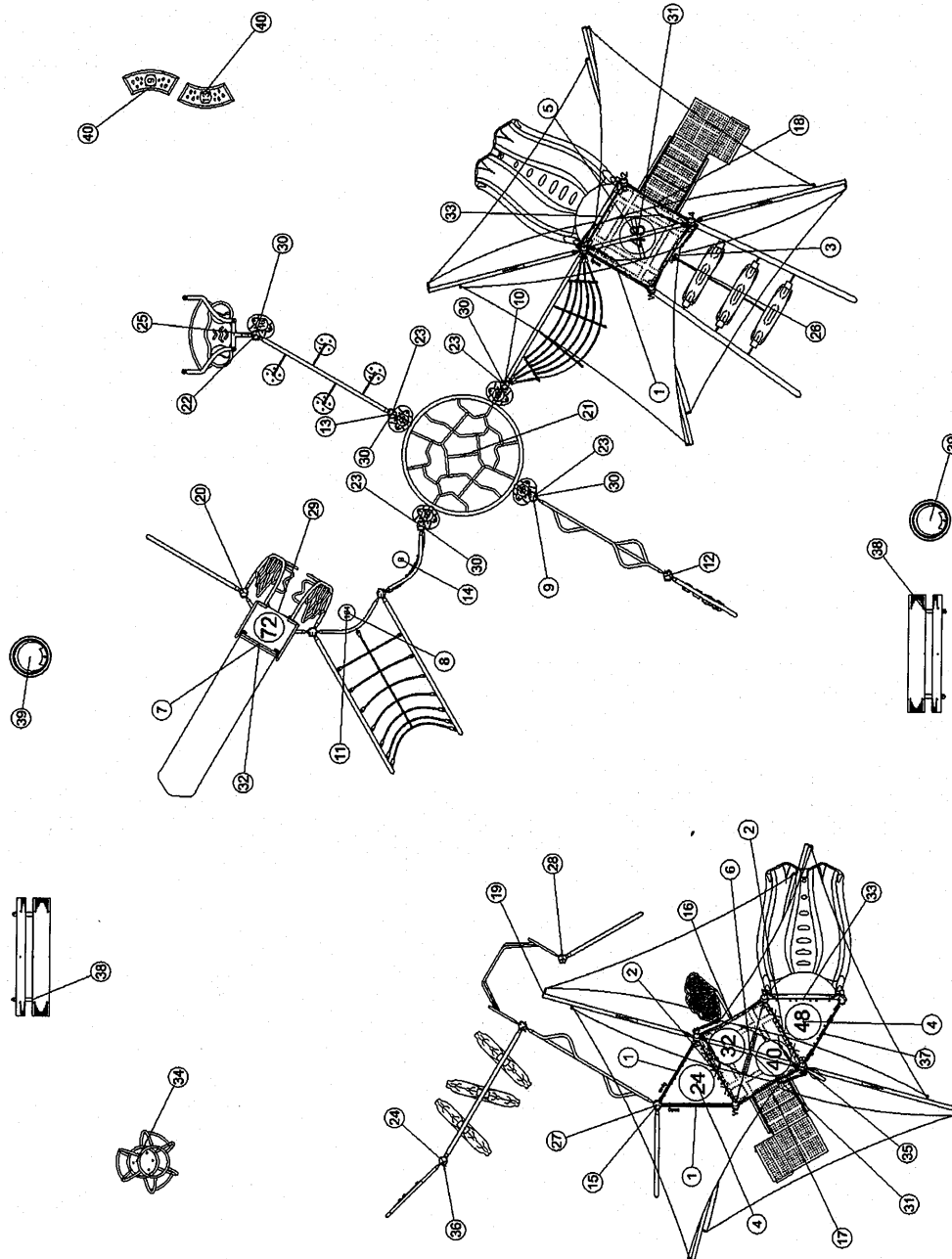
McNair Park and Recreation Center  
951 NW 27 Ave  
Pompano Beach, FL 33060

Top Line Recreation, Inc.  
134-107056-1

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

February 28, 2018

ITEM	COMP.	DESCRIPTION
1	270-0001	OFFSET ENCLOSURE
2	270-0050	8" CLOSURE PLATE
3	270-0112	UNITARY ENCLOSURE
4	270-0129	TRIANGLE PLATFORM
5	270-0130	SQUARE PLATFORM
6	270-0136	SPLIT SQUARE PLATFORM
7	270-0287	SLIDE PLATFORM
8	370-0001	AGILITY ARC
9	370-0004	POWER PIPES CLIMBER
10	370-0008	WILD WEB ROPE CLIMBER
11	370-0010	AGILE CANYON ROPE CL
12	370-0020	ACTIVE APEX (STEEL)
13	370-0024	DYNAMIC DISCS
14	370-0026	LIMBER LADDER ROPE C
15	370-0031	POWER PIPES CLIMBER
16	370-0383	FAN CLIMBER 32"
17	370-0719	TRANSFER STATION, HA
18	370-0720	TRANSFER STATION, HA
19	370-0763	ODYSSEY DECK LINK
20	370-0809	POWER PEAK W/OUT PA
21	370-0829	PLEXUS OVERHEAD
22	370-0833	PLEXUS STEP CLIMBER
23	370-0834	OVERHEAD POST ATTAC
24	370-0835	TRIGON ARCH, GL
25	370-0837	CLIMBER POST ATTACHI
26	370-0838	TRIGON ARCH CLIMBER
27	370-0841	APEX NET CLIMBER 2.5
28	370-0843	APEX ARCH CLIMBER 2.5
29	370-0855	MERGE CLIMBER
30	370-1608	OVISTEP LAUNCH PAD
31	470-0670	ARA SQUARE SHADE CA
32	470-0754	VELO SLIDE 64"-72", W/O
33	470-0755	LUGE SLIDE, 48"-56"
34	560-2589	COMET II
35	570-0719	BUBBLE MIRROR ACTVIT
36	570-0814	PROPELLER RING PANEL
37	570-1683	PARATROOP PANEL, AB
38	580-0172	6" PVC TRADITIONAL BE
39	580-0180	PVC LC PORT METAL DC
40	580-1312	NOVO ARC BENCH



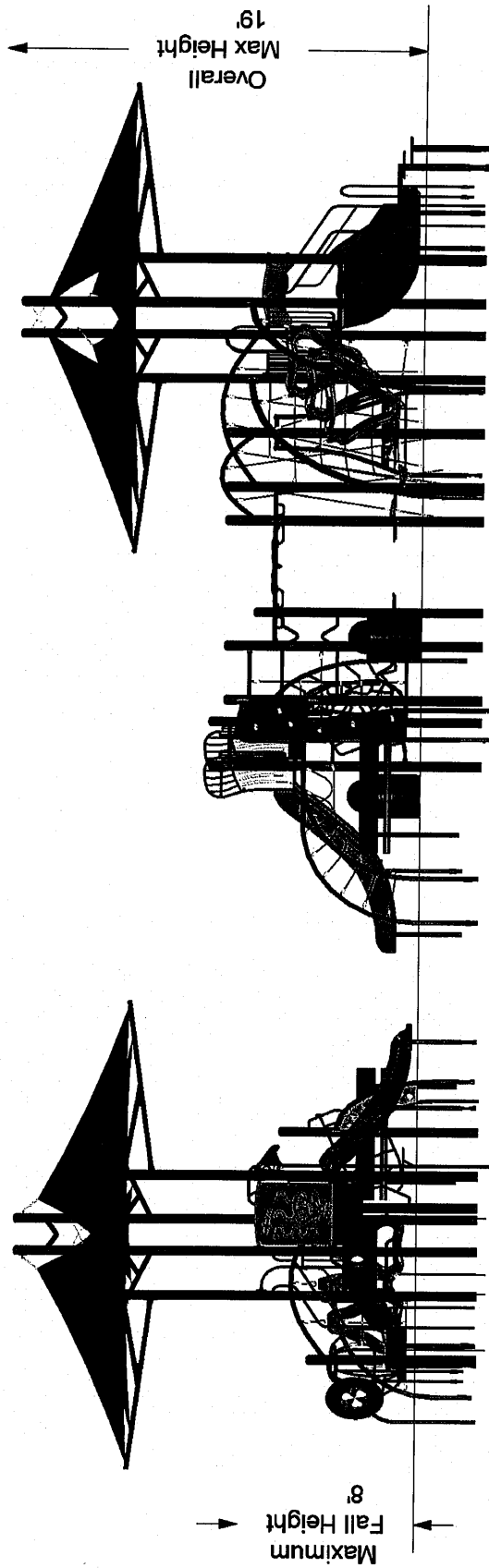
February 28, 2018

**Burke** Intensity, Nucleus  
 COMPONENT PLAN  
 DRAWN BY: Joel Schleis

McNair Park and Recreation Center  
 951 NW 27 Ave  
 Pompano Beach, FL 33060

Top Line Recreation, Inc.  
 134-107056-1

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



The protective surfacing for this design must accommodate the critical fall height.

**Burke**

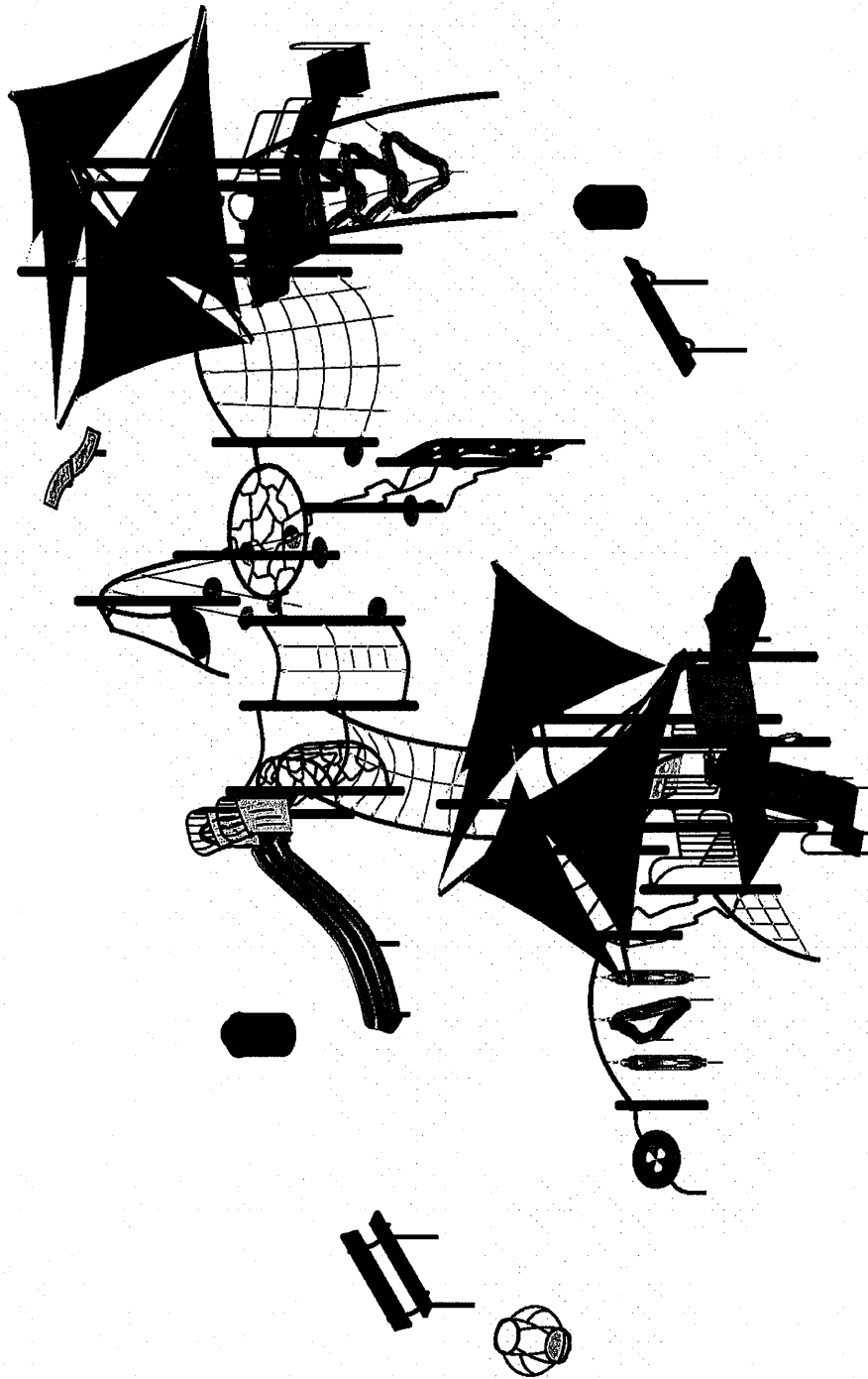
SERIES: Basics, Intensity, Nucleus  
ELEVATION PLAN  
DRAWN BY: Joel Schleis

McNair Park and Recreation Center  
951 NW 27 Ave  
Pompano Beach, FL 33060

Top Line Recreation, Inc.  
134-107056-1

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

February 28, 2018



**Burke**

February 28, 2018

SERIES: Basics, Intensity, Nucleus

McNair Park and Recreation Center

Top Line Recreation, Inc.

ISOMETRIC PLAN

951 NW 27 Ave

134-107056-1

DRAWN BY: Joel Schleis

Pompano Beach, FL 33060

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



# Proposal # 134-107056-1

February 28, 2018  
2018 Pricing

**Proposal Prepared for:**

Harold Beard  
Grounds Operation  
1190 NE 3rd Ave. Bldg B  
Pompano Beach, FL 33061  
Phone: 954.786.4012

**Project Location:**

McNair Park and Recreation Center  
951 NW 27 Ave  
Pompano Beach, FL 33060

**Proposal Prepared by:**

Top Line Recreation, Inc.  
2922 Howland Blvd  
Deltona, FL 32725  
Phone: 800-921-4509  
Fax:  
info@toplinerec.com

Vivian Figueroa  
Phone: 386-789-4508  
Fax: 888-909-0549  
vivianf@toplinerec.com

Component No.	Description	Qty.	User Cap.	Ext. User Cap.	Weight	Ext. Weight
Phase One						
Intensity						
270-0287	SLIDE PLATFORM	1	1	1	152	152
370-0001	AGILITY ARC	1	1	1	11	11
370-0004	POWER PIPES CLIMBER	1	6	6	47	47
370-0008	WILD WEB ROPE CLIMBER	1	6	6	77	77
370-0010	AGILE CANYON ROPE CLIMBER	1	6	6	122	122
370-0020	ACTIVE APEX, (STEEL)	1	4	4	278	278
370-0024	DYNAMIC DISCS	1	6	6	93	93
370-0026	LIMBER LADDER ROPE CLIMBER	1	1	1	33	33
370-0829	PLEXUS OVERHEAD	1	14	14	96	96
370-0833	PLEXUS STEP CLIMBER	1	2	2	121	121
370-0834	OVERHEAD POST ATTACHMENT	4	0	0	3	12
370-0837	CLIMBER POST ATTACHMENT	1	0	0	3	3
370-1608	OVISTEP LAUNCH PAD	5	1	5	10	50
Nucleus						
270-0001	OFFSET ENCLOSURE	1	1	1	30	30
270-0112	UNITARY ENCLOSURE	1	0	0	34	34
270-0130	SQUARE PLATFORM	1	6	6	106	106
370-0720	TRANSFER STATION, HANDRAIL 48"	1	6	6	236	236
370-0809	POWER PEAK W/OUT PANELS	1	8	8	69	69
370-0838	TRIGON ARCH CLIMBER	1	9	9	225	225
370-0855	MERGE CLIMBER	1	3	3	93	93
470-0670	ARA SQUARE SHADE CANOPY	1	0	0	383	383
470-0754	VELO SLIDE 64"-72", W/O HOOD	1	2	2	111	111
470-0755	LUGE SLIDE, 48"-56"	1	4	4	198	198
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
670-0099	INSTALLATION KIT, INTENSITY	1	0	0	2	2
670-0103	MAINTENANCE KIT, INTENSITY	1	0	0	0	0
670-0161	POST, SWAGED ROOF 5" OD X 171"	4	0	0	90	360
670-0165	POST ASSEMBLY 5" OD X 123"	2	0	0	66	132
670-0166	POST ASSEMBLY 5" OD X 139"	5	0	0	74	370
670-0167	POST ASSEMBLY 5" OD X 147"	2	0	0	78	156

Phase One User Capacity: 91  
Phase One Weight: 3,603 lbs.



# Proposal # 134-107056-1

February 28, 2018

2018 Pricing

Phase One Price: \$47,281

## Phase Two

### Intensity

370-0031	POWER PIPES CLIMBER 2-5	1	6	6	33	33
370-0835	TRIGON ARCH, GL	1	9	9	151	151
370-0841	APEX NET CLIMBER 2-5	1	2	2	44	44
370-0843	APEX ARCH CLIMBER 2-5	1	2	2	104	104
570-0814	PROPELLER RING PANEL	1	2	2	66	66

### Nucleus

270-0001	OFFSET ENCLOSURE	2	1	2	30	60
270-0050	8" CLOSURE PLATE	2	0	0	10	20
270-0129	TRIANGLE PLATFORM	2	2	4	48	96
270-0136	SPLIT SQUARE PLATFORM	1	4	4	103	103
370-0383	FAN CLIMBER 32"	1	2	2	85	85
370-0719	TRANSFER STATION, HANDRAIL 40"	1	5	5	199	199
370-0763	ODYSSEY DECK LINK	1	4	4	40	40
470-0670	ARA SQUARE SHADE CANOPY	1	0	0	383	383
470-0755	LUGE SLIDE, 48"-56"	1	4	4	198	198
570-0719	BUBBLE MIRROR ACTIVITY PANEL	1	2	2	7	7
570-1683	PARATROOP PANEL, ABOVE PLATFO...	1	3	3	54	54
670-0001	POST ASSEMBLY 5" OD X 91"	2	0	0	49	98
670-0002	POST ASSEMBLY 5" OD X 107"	1	0	0	58	58
670-0161	POST, SWAGED ROOF 5" OD X 171"	4	0	0	90	360
670-0165	POST ASSEMBLY 5" OD X 123"	2	0	0	66	132

Phase Two User Capacity: 51

Phase Two Weight: 2,291 lbs.

Phase Two Price: \$27,302

## Phase Three

### Burke Basics

560-2589	COMET II	1	6	6	147	147
580-0172	6' PVC TRADITIONAL BENCH W/BA...	2	0	0	119	238
580-0180	PVC LC PORT METAL DOME	2	0	0	73	146
580-1312	NOVO ARC BENCH	2	2	4	43	86
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2

Phase Three User Capacity: 10

Phase Three Weight: 619 lbs.

Phase Three Price: \$4,423

Total User Capacity: 152

Total Weight: 6,513 lbs.

Total Price: \$79,006

Information is relative to the Feb 28 2018 4:35AM database.

### Special Notes:

Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if



## Proposal # 134-107056-1

February 28, 2018

2018 Pricing

applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 45 days from the date of this proposal.**



## Proposal # 134-107056-1

February 28, 2018  
2018 Pricing

### ***Selected Color List***

<b><u>Color Group</u></b>	<b><u>Color</u></b>
---------------------------	---------------------

*Phase 1*

Accessory	Lime
Platform	Brown
1 Color Extruded/Flat	Yellow
Post	Purple
Intensity/Rocky Mountain	Lime
Kore Konnect	Purple
Rotomolded	Orange
2 Color Extruded/Flat (outer)	Orange
2 Color Extruded/Flat (inner)	Black

*Phase 2*

Platform	Brown
Accessory	Lime
Kore Konnect	Purple
Rotomolded	Orange
Post	Purple
2 Color Extruded/Flat (outer)	Orange
2 Color Extruded/Flat (inner)	Black
1 Color Extruded/Flat	Yellow

*Phase 3*

Accessory	Lime
1 Color Extruded/Flat	Yellow
Post	Purple
Table/Bench Legs	Brown
Table/Bench	Brown

**Overridden Colors**

<b>570-0814 PROPELLER RING PANEL</b>	
Rotomolded	Lime

# BCI BURKE GENERATIONS WARRANTY®

## The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of invoice.

### We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of Invoice as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Voltage®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKconnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Voltage®, Intensity®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, table tops, bench tops, railings, loops and rungs.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on swing seats and hangers; Kid Koaster® Trolleys and other moving parts against structural failure due to materials or workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**Warranty Exclusions:** The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

**Limitation of Remedies:** Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

### Terms of Sale

**Pricing:** Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

**Weights:** Weights are approximate and may vary with actual orders.

**Installation:** All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

**Specifications:** Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

**Loss or Damage in Transit:** A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2018

**EXHIBIT C**  
**CERTIFICATE OF OWNERSHIP AND DEDICATION**

**STATE OF FLORIDA**  
**COUNTY OF BROWARD**

Pursuant to that certain Agreement between Broward County and the City of Pompano Beach for Allocation and Distribution of Grant Funds to Finance Playground Equipment at McNair Park ("Agreement"), dated \_\_\_\_\_, 2018, the City of Pompano Beach, a Florida municipal corporation, certifies ownership of the property described in **Exhibits A and D** of the attached Agreement and hereby dedicates, for use by the general public for a minimum of twenty-five (25) years from the date of execution hereof, the Funded Items described in **Exhibits B and B-1** of the attached Agreement.

IN WITNESS WHEREOF, the City of Pompano Beach has executed this Certificate of Ownership and Dedication on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY

ATTEST:

\_\_\_\_\_  
Asceleta Hammond, City Clerk

BY: \_\_\_\_\_  
Lamar Fisher, MAYOR

APPROVED AS TO FORM

\_\_\_\_\_  
Mark Berman, City Attorney

**NOTARY ACKNOWLEDGMENT**

**STATE OF FLORIDA**  
**COUNTY OF BROWARD**

The foregoing Certificate of Ownership and Dedication was sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me OR who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Printed Name:  
My Commission Expires:

Exhibit D  
Proof of Property Ownership/Leasehold

RESOLUTION NO. 90-29

CITY OF POMPANO BEACH  
Broward County, Florida

A RESOLUTION DESIGNATING THE NEW RECREATION CENTER  
AT WADE HORN PARK AS THE RONALD J. MC NAIR  
RECREATION CENTER; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission has approved the  
construction of a new Recreation Center at Wade Horn Park; and

WHEREAS, the City Commission deems it appropriate to  
honor the memory of Ronald J. McNair, an astronaut who lost his life  
in the Challenger catastrophe, by designating said new Recreation  
Center as the Ronald J. McNair Recreation Center; now, therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF  
POMPANO BEACH, FLORIDA:

SECTION 1: That the Recreation Center being constructed  
at Wade Horn Park is hereby designated and shall henceforth be known  
as the Ronald J. McNair Recreation Center.

SECTION 2: This Resolution shall become effective upon  
passage.

PASSED AND ADOPTED this 31st day of October,  
1989.

  
E. PAT LARKINS MAYOR

ATTEST:

  
VERNADETTE FULLER  
CITY CLERK

DCR/md  
10/19/89  
#002AD/019

CITY OF POMPANO BEACH  
Broward County, Florida

A RESOLUTION OF THE CITY OF POMPANO BEACH REQUESTING BROWARD COUNTY, FLORIDA TO TRANSFER AND DEED A CERTAIN PARCEL OF LAND TO THE CITY OF POMPANO BEACH FOR USE AS A PUBLIC PARK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, a certain area of unincorporated territory was annexed into the City of Pompano Beach by House Bill 923, effective September 1, 1983; and

WHEREAS, in said area there is a parcel of land known as Wade Horn Park; and

WHEREAS, it is in the best interest of the City and the County that ownership of said park be transferred to the City of Pompano Beach; now, therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That the Broward County Board of County Commissioners is hereby requested to transfer ownership and deed to the City of the following parcel of land currently owned by Broward County, Florida, to wit:

The East 480.0' of the West 510.0' of the North one-fifth (N 1/5) of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4), less the North 25.0' and the South one-half (S 1/2) of the North two-fifths (N 2/5) of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) less the West 30.0' and less the East 25.0' and the North one-third (N 1/3) of the South three-fifths (S 3/5) of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) less the East 25.0' and less the West 30.0' and the North one-half (N 1/2) of the South two-fifths (S 2/5) of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) less the South 25.0' and less the West 30.0' and less the East 25.0'; all being in Section 33, Township 48 South, Range 42 East

Containing 6.197 acres more or less.

SECTION 2: That the City of Pompano Beach intends to use such land as a public park which is the purpose for which the land was originally acquired.

SECTION 3: That the City Clerk is hereby directed to furnish a copy of this Resolution to the Broward County Board of County Commissioners.

SECTION 4: This Resolution shall become effective upon passage.

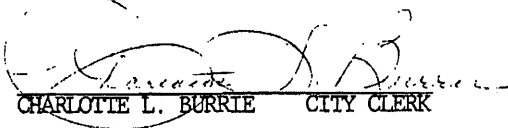
PASSED AND ADOPTED this 22nd day of November,

1983.

\_\_\_\_\_  
THOMAS J. FLYNN

MAYOR

ATTEST:

  
\_\_\_\_\_  
CHARLOTTE L. BURRIE

CITY CLERK

DCR/mv  
11/14/83  
#48 mv

83-410011

RESOLUTION - 83-2177

WHEREAS, the City of Pompano Beach, by Resolution No. 84-40 has made application to the Board of County Commissioners of Broward County, Florida, for conveyance of a parcel of land located within the corporate limits of the City of Pompano Beach; and

WHEREAS, the City of Pompano Beach intends to use said parcel of land for public purposes, to wit: a community park equally accessible to all County residents; and

WHEREAS, said property is owned by Broward County and is not needed for County purpose; and

WHEREAS, the Board of County Commissioners of Broward County, Florida, finds and determines that it is in the best interest of the people of Broward County to convey the requested parcel of land to the City of Pompano Beach for development as a community park; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Pursuant to Section 125.38, Florida Statutes, that the Chairperson and Clerk of this Board are hereby authorized and directed to execute a deed to convey, for the sum of Ten Dollars (\$10.00) and other good and valuable considerations, to the City of Pompano Beach, for public purposes, the parcel of land more particularly described in Exhibit "A" attached hereto and made a part hereof.

ADOPTED this 13 day of December, A.D. 1983.

BROWARD COUNTY BOARD OF  
COUNTY COMMISSIONERS

*Nicki E. Grossman*  
NICKI GROSSMAN, Chairperson

RECEIVED BY THE CLERK OF THE BOARD OF  
COUNTY COMMISSIONERS  
H. T. ...  
COUNTY CLERK

BROWARD COUNTY  
PROPERTY DIVISION  
521 S. ANDREWS AVENUE  
FORT LAUDERDALE, FLA. 33301

REC 11343 PAF 554

NMP:lab  
ORD054-P  
11/23/81  
#81-74.04

*Distributed 12/19/83*

*Engineering  
Planning  
Property Department  
Public Works*

RETURN TO  
FRONT REGARDING  
Exhibit D Page 4

*Orig. Sent to City of Pompano*

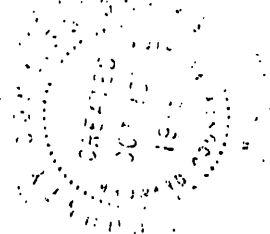


EXHIBIT "A"

Legal Description - Wade Horn Park

The East 480.0' of the West 510.0' of the North one-fifth (N 1/5) of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4), less the North 25.0' and the South one-half (S 1/2) of the North two-fifths (N 2/5) of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) less the West 30.0' and less the East 25.0' and the North one-third (N 1/3) of the South three-fifths (S 3/5) of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) less the East 25.0' and less the West 30.0' and the North one-half (N 1/2) of the South two-fifths (S 2/5) of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) less the South 25.0' and less the West 30.0' and less the East 25.0'; all being in Section 33, Township 48 South, Range 42 East.

Containing 6.197 acres, more or less.

OFF 11343 PAGE 556

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
F. T. HARRISON  
COUNTY ADMINISTRATOR

File

RESOLUTION NO. 84- 71

CITY OF POMPANO BEACH  
Broward County, Florida

A RESOLUTION ACCEPTING A QUIT-CLAIM DEED FROM BROWARD COUNTY,  
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, TRANSFERRING  
WADE HORN PARK FROM THE COUNTY TO THE CITY; PROVIDING AN  
EFFECTIVE DATE.

WHEREAS, Broward County a political subdivision of the State of  
Florida, is conveying to the City of Pompano Beach certain property rights  
via Quit-Claim Deed; and

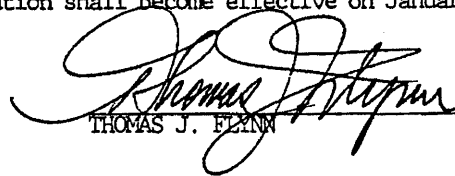
WHEREAS, the City Commission has determined that the best interest of  
the public will be served by accepting and acquiring the rights being conveyed  
by the Quit-Claim Deed; now, therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH,  
FLORIDA:

SECTION 1: That the City of Pompano Beach accepts the Quit-Claim  
Deed from Broward County dated December 13, 1983, for the property described  
in Exhibit "A" attached hereto and made a part hereof as if set forth in full.

SECTION 2: That it is the determination of the City Commission  
of the City of Pompano Beach, Florida, that the acquisition of the aforesaid  
property right is for a public purpose, to-wit: a public park.

SECTION 3: This Resolution shall become effective on January 1, 1984.

  
THOMAS J. FLINN MAYOR

ATTEST:

  
CHARLOTTE L. BURRIE

CITY CLERK

DCR/md  
12/21/83  
#74

QUIT CLAIM DEED

83-410012

THIS DEED, made this 13 day of December, 1983,

by BROWARD COUNTY, a political subdivision of the State of Florida, and the CITY OF POMPANO BEACH, hereinafter called Pompano, whose post office address is: City Hall, Pompano Beach, Florida 33061.

WITNESSETH:

That BROWARD COUNTY for and in consideration of the sum of TEN DOLLARS (\$10.00) to it in hand paid by POMPAN0 the receipt whereof is hereby acknowledged, has granted, bargained and sold to POMPAN0, its successors and assigns, for public purposes the following described lands, lying and being in Broward County, Florida, to-wit:

Legal Description attached hereto and made a part hereof as Exhibit "A".

If the property described herein shall be used by POMPANO, its successors or assigns, for other than the public purposes of a community park equally accessible to all citizens of Broward County without discrimination, COUNTY shall immediately have the right to reenter and terminate the estate of STATE.

83 DEC 16 AM 11 25

IN WITNESS WHEREOF, BROWARD COUNTY has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:

BROWARD COUNTY, FLORIDA  
By Its Board of County Commissioners

E. I. Johnson, County Administrator and Ex-Officio Clerk of the Board of County Commissioners

By Nicki Grossman  
NICKI GROSSMAN, Chairperson

NMP:vg  
A103-D  
11/13/81  
#81-74.04

This Instrument prepared by:  
Harry A. Stewart, General Counsel  
Office of Broward County General Counsel  
201 S. E. 6th Street, Room 248  
Broward County Courthouse  
Fort Lauderdale, Florida 33301

By: \_\_\_\_\_  
Assistant General Counsel

QUIT CLAIM DEED

83-410012

THIS DEED, made this 13 day of December, 1983,

by BROWARD COUNTY, a political subdivision of the State of Florida, and the CITY OF POMPANO BEACH, hereinafter called Pompano, whose post office address is: City Hall, Pompano Beach, Florida 33061.

W I T N E S S E T H :

That BROWARD COUNTY for and in consideration of the sum of TEN DOLLARS (\$10.00) to it in hand paid by POMPAN0 the receipt whereof is hereby acknowledged, has granted, bargained and sold to POMPAN0, its successors and assigns, for public purposes the following described lands, lying and being in Broward County, Florida, to-wit:

Legal Description attached hereto and made a part hereof as Exhibit "A".

If the property described herein shall be used by POMPANO, its successors or assigns, for other than the public purposes of a community park equally accessible to all citizens of Broward County without discrimination, COUNTY shall immediately have the right to reenter and terminate the estate of STATE.

IN WITNESS WHEREOF, BROWARD COUNTY has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:

BROWARD COUNTY, FLORIDA  
By Its Board of County Commissioners

*Glenn Bue*  
F.L. Johnson, County Administrator and Ex-Officio Clerk of  
the Board of County Commissioners

Ry Nick E Grossman  
NICKI GROSSMAN, - Chairperson

This instrument prepared by:  
Harry A. Stewart, General Counsel  
Office of Broward County General Counsel  
201 S. E. 6th Street, Room 248  
Broward County Courthouse  
Fort Lauderdale, Florida 33301

By: Robert E. Hine  
Assistant General Counsel

104P:vg  
 A103-D  
 11/13/81  
 =81-74.04

Exhibit D - Page 8

RETURN TO  
FRONT RECORDING

EXHIBIT "A"

Legal Description - Wade Horn Park

The East 480.0' of the West 510.0' of the North one-fifth (N 1/5) of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4), less the North 25.0' and the South one-half (S 1/2) of the North two-fifths (N 2/5) of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) less the West 30.0' and less the East 25.0' and the North one-third (N 1/3) of the South three-fifths (S 3/5) of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) less the East 25.0' and less the West 30.0' and the North one-half (N 1/2) of the South two-fifths (S 2/5) of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) less the South 25.0' and less the West 30.0' and less the East 25.0'; all being in Section 33, Township 48 South, Range 42 East.

Containing 6.197 acres, more or less.

OFF 11343 PAGE 556

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
F. T. J. SON  
COUNTY ADMINISTRATOR

83-410011

RESOLUTION - 83-2177

WHEREAS, the City of Pompano Beach, by Resolution No. 84-40 has made application to the Board of County Commissioners of Broward County, Florida, for conveyance of a parcel of land located within the corporate limits of the City of Pompano Beach; and

WHEREAS, the City of Pompano Beach intends to use said parcel of land for public purposes, to wit: a community park equally accessible to all County residents; and

WHEREAS, said property is owned by Broward County and is not needed for County purpose; and

WHEREAS, the Board of County Commissioners of Broward County, Florida, finds and determines that it is in the best interest of the people of Broward County to convey the requested parcel of land to the City of Pompano Beach for development as a community park; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Pursuant to Section 125.38, Florida Statutes, that the Chairperson and Clerk of this Board are hereby authorized and directed to execute a deed to convey, for the sum of Ten Dollars (\$10.00) and other good and valuable considerations, to the City of Pompano Beach, for public purposes, the parcel of land more particularly described in Exhibit "A" attached hereto and made a part hereof.

ADOPTED this 13 day of December, A.D. 1983.

BROWARD COUNTY BOARD OF  
COUNTY COMMISSIONERS

*Nick E. Grossman*  
NICK GROSSMAN, Chairperson

IMP:lab  
ORD054-P  
11/23/81  
#81-74.04

*Distributed 12/1/83*

*Engineering*

*Planning*

*Public Works*

RETURN TO  
FRONT IN ORDER

Exhibit D Page 10

BROWARD COUNTY  
PROPERTY DIVISION  
5215. ABERNETHY AVENUE  
FORT LAUDERDALE, FLA. 33301

REC 1134340554

**EXHIBIT E**  
**STATUS REPORT OF FUNDED ITEMS AT MCNAIR PARK**

**Reporting Period:** \_\_\_\_\_

**Date Report Prepared:** \_\_\_\_\_

**Project Information:**

Name of City	
Person Preparing the Report for City	
Job Title	
Funded Items Start-Up Date	
Expected Completion Date	

1. Describe the current status of the Funded Items, identify the tasks performed and work accomplished during the Quarter, and attach photographs of same:

2. Describe problems encountered and provide a detailed explanation of corrective action taken or to be taken:

<b>Problem:</b>	<b>Corrective Action:</b>


3. Percentage of Funded Items completed to date \_\_\_\_\_%.

4. Other Relevant Information:

#### **CERTIFICATION**

I hereby certify that the information reported in this status report and all supporting documentation is correct, and that all tasks and activities were conducted in accordance with the Agreement between Broward County and the City of Pompano Beach for Allocation and Distribution of Grant Funds to Finance Playground Equipment at McNair Park.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title